

dr

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

TED V. TUCKER,)
)
Plaintiff,)
)
v.)
)
TETRA INTERNATIONAL CORP.,)
an Oklahoma corporation;)
TRAVIS G. MILLER; BILL R.)
FULKERSON; R. M. HOLT; RICHARD P.)
GEORGE; CHARLES H. LEE; HERVE B.)
COLLET; GENE COATS; and JOE DANDO,)
)
Defendants.)

Case No. 84-C-612-E

JACK C. SLYVIA, CLERK
U.S. DISTRICT COURT

SEP 30 1985

FBI

JOURNAL ENTRY OF JUDGMENT

NOW, on this 30th day of September, 1985, the above-styled cause comes on for trial pursuant to the regular assignment thereof. The plaintiff appeared by and through his attorneys, Thom & Hendrick, P.C., by Howard H. Hendrick. Defendants Tetra International Corporation, an Oklahoma corporation, Travis G. Miller, Bill R. Fulkerson, R. M. Holt, Richard P. George, Charles H. Lee, Herve B. Collet and Joe Dando, appeared by and through their joint attorneys, Frasier & Frasier, by Gary Brasel. Defendant Gene Coats appeared by and through his attorneys, English, Jones & Faulkner, by Benjamin C. Faulkner.

The Court thereupon examined the pleadings, process and files in this cause, and being fully advised in the premises, finds that due and regular service of Summons with a copy of plaintiff's Complaint attached, has been made upon each of the defendants herein.

THE COURT FURTHER FINDS that all of the defendants, and each of them, have filed an Answer herein.

THE COURT FURTHER FINDS that pursuant to a Settlement Agreement, a true and correct copy of which is attached to this Journal Entry of Judgment and marked Exhibit "A", the failure to perform in a timely manner pursuant to the Settlement Agreement would result in the imposition of judgment against Defendants Tetra International Corporation and Travis G. Miller in the principal sum of One Hundred Fifty-Eight Thousand and No/100ths Dollars (\$158,000.00), consisting of One Hundred Thousand and No/100ths Dollars (\$100,000.00) of principal for the amount of the stock acquired in Tetra International Corporation by the Plaintiff, Twenty-Eight Thousand and No/100ths Dollars (\$28,000.00) of interest, and Twenty-Five Thousand and No/100ths Dollars (\$25,000.00) of attorney's fees.

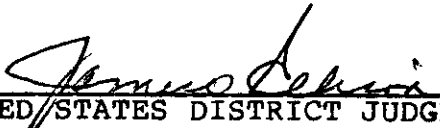
THE COURT FURTHER FINDS that pursuant to representation by all counsel, Defendants Tetra International Corporation and Travis G. Miller have not complied with the Settlement Agreement and therefore, pursuant to said Settlement Agreement, judgment should be entered herewith pursuant to said Settlement Agreement.

THE COURT FURTHER FINDS that sufficient factual basis exists for the imposition of this judgment pursuant to the arguments and facts set forth in the plaintiff's pending Motion for Partial Summary Judgment.

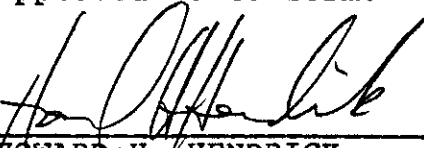
IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED by the Court that the Plaintiff, Ted V. Tucker, have judgment against

Defendants Tetra International Corporation, an Oklahoma corporation, and Travis G. Miller, jointly and severally, and each of them, on the Plaintiff's claim of security violations in the principal sum of One Hundred Thousand and No/100ths Dollars (\$100,000.00), together with interest thereon totalling Twenty-Eight Thousand and No/100ths Dollars (\$28,000.00) to date of judgment, and thereafter at the rate for which provision is made for judgments, and the further sum of Twenty-Five Thousand and No/100ths Dollars (\$25,000.00) as a reasonable attorney's fee, and for all of the costs of this action.


FOR ALL OF THE ABOVE, LET EXECUTION ISSUE. IT IS SO ORDERED.


UNITED STATES DISTRICT JUDGE

Approved as to form:


HOWARD H. HENDRICK
THOM & HENDRICK, P.C.
3030 N.W. Expressway, Suite 326
Oklahoma City, OK 73112
(405) 947-5551

ATTORNEYS FOR PLAINTIFF


BENJAMIN C. FAULKNER
ENGLISH, JONES & FAULKNER
1701 Fourth National Bank Bldg.
Tulsa, OK 74119
(918) 582-1564

ATTORNEYS FOR DEFENDANT GENE COATS



GARY BRASEL
FRASIER & FRASIER
1700 S.W. Boulevard, Suite 100
P. O. Box 799
Tulsa, OK 74101
(918) 584-4724

ATTORNEYS FOR ALL DEFENDANTS
EXCEPT GENE COATS

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of September, 1985, by and between Ted V. Tucker ("Tucker") by and through his attorney, Howard H. Hendrick ("Hendrick") [collectively referred to as "Plaintiff"] and Tetra International Corporation, an Oklahoma corporation ("Tetra"), Travis G. Miller ("Miller"), Bill R. Fulkerson ("Fulkerson"), R.M. Holt ("Holt"), Richard P. George ("George"), Charles H. Lee ("Lee"), Herve B. Collet ("Collet"), and Joe Dando ("Dando"), by and through their attorney, Gary Brasel ("Brasel") [collectively referred to as "the Brasel Defendants"] and Gene Coats ("Coats"), by and through his attorney, Benjamin C. Faulkner ("Faulkner") [collectively referred to as "the Faulkner Defendant"].

W I T N E S S E T H:

WHEREAS, the parties hereto are all of the parties in a pending lawsuit in the United States District Court for the Northern District of Oklahoma, Case No. 84-C-612-E, and

WHEREAS, the parties hereto are desirous of settling said litigation, and

WHEREAS, each of the parties hereto have agreed to the terms hereinafter set forth and counsel for each party acknowledges that each party required to perform under this agreement has agreed to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Dismissal With Prejudice. Plaintiff agrees to dismiss with prejudice the subject lawsuit upon satisfaction in full of all of the conditions of this agreement. This agreement is conditioned upon the actual performance by each party to this agreement of all of the terms of this agreement.

2. Payments by Miller and Tetra. Miller and Tetra agree to deposit on or before Wednesday, September 25, 1985, at 2:00 p.m. into the trust account of Brasel for purposes of payment to Plaintiff the sum of Fifty Thousand and no/100ths Dollars (\$50,000.00) in cash and shall simultaneously therewith tender to Brasel for the same purpose an unconditional irrevocable Letter of Credit in the additional sum of Fifty Thousand and no/100ths (\$50,000.00). Said Letter of Credit shall contain terms substantially identical to the Letter of Credit attached hereto as Exhibit "A", be payable to Tucker from a financially responsible banking institution and provide for payment to be made by said bank on or before January 3, 1986. Failure by Miller and Tetra to perform in accordance with the two previous sentences shall, irrespective of any other conditions precedent to this agreement, result in the imposition of a judgment on September 26, 1985, against Miller and Tetra in favor of Tucker for One Hundred and Fifty-Eight Thousand and no/100ths Dollars (\$158,000.00) consisting of One Hundred Thousand and no/100ths Dollars (\$100,000.00) of

principal Twenty-Eight Thousand and no/100ths Dollars (\$28,000.00) of interest and Twenty-Five Thousand and no/100ths Dollars (\$25,000.00) of attorney's fees. Tucker agrees to refrain from recording said judgment until Monday, September 30 1985. In the event the required performance due by Wednesday, September 25, 1985, is cured on or before 10:30 a.m. on Monday, September 30, 1985, then, in that event, Tucker agrees to release said judgment (provided all of the other terms of this agreement have been met).

3. Payments by Coats. Coats agrees to deposit into the trust account of Faulkner on or before 2:00 p.m. on Wednesday, September 25, 1985, the sum of Twelve Thousand and no/100ths Dollars (\$12,000.00) for purposes of payment to Plaintiff at closing. Additionally, if the other terms of the Settlement Agreement are consummated, Coats agrees to the imposition of a judgment against him in the principal sum of Twenty-Two Thousand and no/100ths Dollars (\$22,000.00) to bear interest from September 30, 1985, to and including the date of payment at the rate of ten percent (10%) per annum payable as follows: \$11,000.00 (plus \$641.66 interest) on January 15, 1985, and \$11,000.00 (plus \$275.00 interest) on April 15, 1985. Said judgment shall provide that in the event the required January 15, 1985 payment is not timely made, execution may be commenced on the entire judgment and an additional reasonable attorney's fees may, upon application to the Court be added to the judgment. In the event the April 15, 1985 payment is not timely made, execution may be made immediately

upon the judgment and, upon application to the Court, a reasonable attorney's fee may be added for the cost of execution. In the event performance by Miller and Tetra pursuant to the previous paragraph is not consummated or cured by closing, this Settlement Agreement shall be null and void as to Coats.

4. Closing Date. This Settlement Agreement, unless otherwise extended, shall close at 9:30 a.m. on Monday, September 30, 1985, in the offices of English, Jones & Faulkner at 1701 Fourth National Bank Building, Tulsa, Oklahoma 74119.

5. Binding Effect. This agreement is binding upon the parties hereto their successors and assigns.

Signed and agreed to on the day and year first above-written.

PLAINTIFF: TED V. TUCKER

By: 

Howard H. Hendrick

BRASEL DEFENDANTS: TETRA
INTERNATIONAL CORPORATION, an
Oklahoma corporation,
TRAVIS G. MILLER, BILL R.
FULKERSON, R.M. HOLT, RICHARD P.
GEORGE, CHARLES H. LEE, HERVE B.
COLLET AND JOE DANDO

By: 

Gary Brasel

FAULKNER DEFENDANT: GENE COATS

By: 

Benjamin C. Faulkner

EXHIBIT "A"

DECLARATION AND AGREEMENT FOR STANDBY LETTER OF CREDIT

No.	Confirmation
Date	

122502 (10/84)

MPark Houston N.A.
P.O. Box 2629, Houston, Texas 77252
910 Travis, Houston, Texas (713) 751 6293

Issue an Irrevocable Standby Letter of Credit as set forth below and forward same to your correspondent for delivery to the Beneficiary or, at
your option, forward same directly to the Beneficiary by:

☐ Airmail ☐ Brief Cable (Preliminary Advice) ☒ Full Cable (no written confirmation to follow)
here (specify in detail) _____

Issuing Bank (Name and Address)

For account of Applicant(s) ("we" or "us") (Name and Address)

Beneficiary (Name and Address)

Ted V. Tucker
Box 8
Wewoka, Oklahoma 74884

Account No.

Phone

Amount: (Figures) \$ _____
(In Words) _____

☐ About ☒ 0.0 %

Expiry Date See Special Instructions
of the drawee bank.

at the counter

Draw against beneficiary's draft(s) at _____ drawn on ☒ MPark Houston N.A. or ☐ N/A
secured by the following documents: None.

Original of Beneficiary's signed statement stating that: N/A

Other: Issuer waives the deferral period provided in Section 5-112 of the
Uniform Commercial Code for honoring drafts hereunder.

Instructions: Send payment directly to Ted V. Tucker at the above address
on January 3, 1986. Payment shall be in the amount of \$50,000.00.

Drawings permitted? ☒ Yes ☐ No

Credit will be subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce in effect on the date
this Letter of Credit is issued.

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MAYFIELD SUPPLY, INC.,
Plaintiff,

vs.

BORG-WARNER CENTRAL ENVIRONMENTAL
SYSTEMS, INC., d/b/a FRASER-JOHNSTON
HEATING AND AIR CONDITIONING,
Defendant.

Case No. 84-C-773-C

DISMISSAL OF ACTION WITH PREJUDICE

Comes now Plaintiff, Mayfield Supply, Inc., by and through
it counsel, Bagley, Stutman & Carpenter, by David A. Carpenter,
and does hereby dismiss the above styled and numbered cause with
prejudice to the refiling of a subsequent action upon the cause
herein stated.

BAGLEY, STUTMAN & CARPENTER

By

David A. Carpenter
David A. Carpenter, OBA #1498
2415 East Skelly Drive
Suite 103, Twenty-Six Oaks
Tulsa, Oklahoma 74105
(918) 745-2447

CERTIFICATE OF MAILING

I certify that on the 26 day of ^{September} ~~August~~, 1985, a true
and correct copy of the above and foregoing instrument was
mailed to Mr. Ronald Main, 1722 South Carson, 3200 University
Tower, P. O. Box 2967, Tulsa, Oklahoma, 74101 with postage paid.

By

David A. Carpenter
David A. Carpenter

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

E.S.P. EARTH SCIENCES, INC.,)
an Oklahoma corporation; ESP)
EARTH SCIENCES PROGRAMMING;)
EARTH SCIENCES PROGRAMMING,)
INC., an Oklahoma corporation;))
and LARRY W. HALL, an)
individual,)

Plaintiffs,)

vs.)

No. 85-C-589-C

SEISMOGRAPH SERVICE)
CORPORATION, a Delaware)
corporation, and)
JIM HELM, an Individual,)
d/b/a A DIFFERENT VIEW)
PROCESSING CORPORATION, INC.,)
an Oklahoma corporation,)

Defendants.)

STIPULATION OF DISMISSAL

COME NOW the parties to the above captioned cause, and stipulate to the dismissal hereof as against the Defendants, Jim Helm, an Individual, and A Different View Processing Corporation, an Oklahoma corporation, with prejudice.

PLAINTIFFS

ESP EARTH SCIENCES, INC.
an Oklahoma Corporation

By: Larry W. Hall

President

EARTH SCIENCES PROGRAMMING

By: Larry W. Hall

EARTH SCIENCES PROGRAMMING, INC.,
an Oklahoma corporation

By: Larry W. Hall

President

DEFENDANTS



Jim Helm

A DIFFERENT VIEW PROCESSING
CORPORATION, an Oklahoma corporation

By: 

President

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JOHN H. KIDD,

Defendant.

SEP 30 1985

U.S. DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

CIVIL ACTION NO. 85-C-769-E

DEFAULT JUDGMENT

This matter comes on for consideration this 30th day of September, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Hubert A. Marlow, Assistant United States Attorney, and the Defendant, John H. Kidd, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, John H. Kidd, acknowledged receipt of Summons and Complaint on August 20, 1985. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, John H. Kidd, for the principal sum of \$881.98, plus interest at the current legal rate of 7.87 percent from date of judgment until paid, plus costs of this action.

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 30 1985

C.I.T. FINANCIAL SERVICES
CORPORATION,

Plaintiff,

vs.

CHARLES E. BERNHARDT, and
SYLVIA S. BERNHARDT,

Defendants.

)
)
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)
)
)
)
)

Jack C. Siler, Clerk
U. S. DISTRICT COURT

No. 85-C-748-E

JUDGMENT

On the 20th day of September, 1985, the objection to issuance of order of delivery filed herein by Defendants comes on for hearing; Defendants are represented in open Court by Jay L. Shields; Plaintiff is represented by Loyal J. Roach; the Court, after hearing the stipulations of counsel, and being fully advised in premises, finds, orders, adjudges and decrees as hereinafter set forth.

IT IS ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff, C.I.T. Financial Services Corporation, have and recover judgment against Defendants, Charles E. Bernhardt and Sylvia S. Bernhardt, for the sum of \$17,431.43 together with interest thereon at the rate of 21% per annum until paid together with the costs of this action in the sum of \$60.00 and a reasonable attorney's fee in the sum of \$2,500.00, for all of which let execution issue.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff, C.I.T. Financial Services Corporation, has a first, valid and paramount security interest covering one 1974 Blair House 66 X 14, 3 BR, 1 B, mobile home plus 4' hitch with a vehicle identification number of 9395Z and that Plaintiff is entitled to immediate possession of said mobile home and Defendants, and each of them, are hereby ordered and directed forthwith to deliver up and surrender same to Plaintiff or any designated representative of Plaintiff for the purpose of sale and the establishment of a deficiency as to the judgment amount entered herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Plaintiff, upon obtaining possession, may sell said mobile home and retain the proceeds thereof, giving Defendants credit for the amount obtained against the judgment hereinabove set forth; from said proceeds of sale, Plaintiff may deduct the reasonable costs of recovering the mobile home and selling same before applying the balance of the proceeds against the judgment above stated; following the application of the sale proceeds as hereinabove stated Plaintiff may pursue Defendants for the deficiency balance owing herein, for all of which let execution issue.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED:


JAY L. SHIELDS, ATTORNEY
FOR DEFENDANTS


LOYAL J. ROACH, ATTORNEY
FOR PLAINTIFF

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA SEP 27 1985

NO. 84-C-699-E

If within 60 days of July 1, 1986, the parties have not reopened this action for the purpose of entering the Agreed Journal Entry of Judgment or obtaining any other final determination herein, this action shall be deemed dismissed with prejudice.

If Defendants, Great Plains Development, Inc. or Paul Railing, Jr., breach the Agreement or are otherwise in default of any payments due Plaintiff thereunder, Plaintiff may apply to the Court at any time prior to July 1, 1986, upon notice to Defendants, for an Order reopening this action and directing the entry of the Agreed Journal Entry of Judgment.


IT IS SO ORDERED this ____ day of _____, 1985.

S/ JAMES O. ELLISON


UNITED STATES DISTRICT JUDGE
JAMES O. ELLISON

APPROVED AS TO FORM AND CONTENT:

BARLOW & COX




CHARLES R. COX
JAMES M. LOVE
Attorneys for Plaintiff



ED PARKS, III.
Attorney for Defendants Great
Plains Development, Inc. and
Paul Railing, Jr., Individually


GREAT PLAINS DEVELOPMENT, INC.

By 

President
Defendant

ATTEST:

Secretary



PAUL RAILING, JR., Individually

SETTLEMENT AGREEMENT

AGREEMENT made and entered this 5th day of August, 1985, between WALTER SAMUEL ALLEN, d/b/a ALLEN LEASING COMPANY ("Allen Leasing"), GREAT PLAINS DEVELOPMENT, INC. ("Great Plains"), and PAUL RAILING, JR. ("Railing").

WHEREAS, an action has been initiated by the Plaintiff, Allen Leasing, in the United States District Court for the Northern District of Oklahoma, Case No. 84-C-699-E, against the Defendants, Great Plains and Railing, individually, for rescission of the sale of unregistered securities, for common law and statutory fraud, for securities fraud, for violations of the Organized Crime Control Act of 1970, and for control person liability conferred by the Securities Act of 1933; and,

WHEREAS, the parties have reached an agreement whereby all claims, demands, or causes of action between the parties are to be settled.

NOW, THEREFORE, in consideration of the mutual covenants and promises made between the parties hereto, the following is agreed:

1. Payments. The parties agree that Railing, individually, and Great Plains, should pay the principal sum of \$12,000.00 with interest thereon at the rate of ten percent (10%) per annum in full satisfaction of all damages and costs suffered and incurred by Allen Leasing as a result of the acts of Railing and Great Plains giving rise to the claims asserted in the referenced litigation. This sum is to be paid upon the following terms: Railing and Great Plains shall pay to Allen Leasing at Barlow & Cox, Suite 1000, 111 West Fifth, Tulsa, Oklahoma 74103, or at such other places designated by Allen Leasing, the sum of Two Thousand Dollars and No/100s (\$2,000.00) on the 1st day of August, 1985. On December 31, 1985, Railing and Great Plains shall pay to Allen Leasing an additional Four Thousand Five Hundred Dollars and No/100s (\$4,500.00). On June 30, 1986, Railing and Great Plains shall pay to Allen Leasing an additional Three Thousand Three Hundred Dollars and No/100s (\$3,300.00). On December 31, 1986, Railing and Great Plains shall pay to Allen Leasing an additional Three Thousand One Hundred Fifty Dollars and No/100s (\$3,150.00). These payments shall constitute full satisfaction of both principal and interest. In

2. Attorneys Fees and Costs. Each party agrees to bear its own attorneys fees and costs, except that in the event that Great Plains or Railing are in default under the terms, conditions, and covenants of this Settlement Agreement, Allen Leasing will be entitled to a reasonable attorneys fee and its costs incurred in commencing and maintaining the referenced action and to any reasonable attorneys fee incurred in enforcing the terms of this agreement or proceeding with this action.

3. Releases. Upon the satisfactory performance of the conditions hereunder, the parties agree to execute mutual releases, and Allen Leasing agrees to deliver to Ed Parks, III, 1146 East 61st Street, Tulsa, Oklahoma 71436 or to such other place as designated in writing by Ed Parks, III, attorney for Great Plains and Railing, the original agreed Journal Entry of Judgment previously executed by the parties hereto and by the District Judge presiding over this matter.

4. Default. The breach of this Settlement Agreement by Railing or Great Plains will entitle Allen Leasing to apply to the Court to reopen this matter, upon notice to Ed Parks, III, attorney for Great Plains and Railing, and to file the agreed Journal Entry of Judgment in this matter. Upon the filing of the agreed Journal Entry of Judgment, Allen Leasing will be entitled to immediately execute thereon according to the terms thereof.

5. Representation of Counsel. All of the parties hereto represent that each has been separately represented by counsel of its own choosing in the assertion, defense, and investigation of the claims being settled herein, and in the negotiation of this Settlement Agreement; each further represents that it has made its own separate and independent analysis, investigation, and evaluation of the facts and law applicable hereto, and in executing and performing this Settlement Agreement, none of the parties has relied upon any representation of fact or law by the other, other than the representations and agreements set forth herein.

6. Controlling Law. This Settlement Agreement and all of the provisions hereof shall be controlled by, construed under, and governed by the laws of the State of Oklahoma.

7. Fact of Agreement. This Agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

8. Notices. All notices required by this Agreement shall be deemed sufficient if delivered to the last known address of the person to be notified.

9. Merger. This instrument contains the entire agreement between the parties hereto, and the terms and conditions of this agreement may not be modified except in writing, and upon the prior written consent of all of the parties hereto.

EXECUTED this 22 day of July, 1985.

Walter Samuel Allen
WALTER SAMUEL ALLEN

ATTEST:

GREAT PLAINS DEVELOPMENT, INC.

Secretary

By Paul Railing Jr.
President

Paul Railing Jr.
PAUL RAILING, JR., Individually

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, a Notary Public in and for said county and state, on this 22 day of July, 1985, personally appeared Paul Railing, Jr., to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Lahoma Oliver
Notary Public

My Commission Expires:

Aug. 26, 1987.

STATE OF OKLAHOMA)
) ss.
COUNTY OF Sulsa)

Before me, a Notary Public in and for said county and state, on this 22 day of July, 1985, personally appeared Paul Railing, Jr., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Lahoma Oliver
Notary Public

My Commission Expires:

Aug 26, 1987.

STATE OF OKLAHOMA)
) ss.
COUNTY OF Sulsa)

Before me, a Notary Public in and for said county and state, on this 5th day of August, 1985, personally appeared Sam Allen, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Dorela S. Parker
Notary Public

My Commission Expires:

1/19/87

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

BS&B ENGINEERING COMPANY, INC.)
a corporation,)
BLACK, SIVALLS, & BRYSON)
(NEDERLAND), B.V.,)
a corporation,)
BLACK, SIVALLS & BRYSON)
(FRANCE), S.A.,)
a corporation,)

Plaintiffs,)

vs.)

No. 80-C-408-E

COMBUSTION ENGINEERING, INC.,)
a corporation,)
C.E. LUMMUS (NEDERLAND), B.V.,)
a corporation,)
C.E. NATCO (NETHERLANDS), B.V.,)
a corporation,)
NATIONAL TANK (FRANCE), S.A.)
a corporation,)
FRITZ BOSCHITSCH, an individual,)
J.J. VAN DILLEWIJN,)
an individual,)
G.P. CANTADORE, an individual,)
W.L. DE BRUYN, an individual,)
J.M. DEN HARTOG, an individual,)

Defendants.)

JOINT STIPULATION OF
DISMISSAL WITH PREJUDICE

Plaintiffs BS&B Engineering Company, Inc., Black,
Sivalls & Bryson (Nederland), B.V., Black, Sivalls & Bryson
(France), S.A. and Defendants Combustion Engineering, Inc., C-E
Lummus Nederland, B.V., C-E Natco Netherlands, B.V., and C-E
Natco France, S.A., hereby jointly stipulate and agree, pursuant

to F.R.Civ.P. 41(a)(1)(ii), that this case, Plaintiffs' claims for relief set forth therein, and all other claims for relief that Plaintiffs (or any of them) may have against Defendants, based in whole or in part on or related in any way to the subject matter of this case, may be, and the same are hereby, dismissed with prejudice. The parties further stipulate and agree that each side shall bear its own attorneys' fees, costs and expenses.



Richard C. Ford

CROWE & DUNLEVY
1800 Mid-America Tower
20 North Broadway
Oklahoma City, OK 73102
(405) 235-7700

Attorney for Plaintiffs



Douglas L. Inhofe

CONNER & WINTERS
2400 First National Tower
Tulsa, Oklahoma 74103
(918) 586-5711

Attorney for Defendants

entire

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

MASTER MECHANICS, INC.,
Plaintiff,

vs.

OILMAN MANUFACTURING, INC.,
Defendant.

)
)
)
) Case No. 82-C-536-BT
)
)
)

FILED

SEP 27 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ADMINISTRATIVE CLOSING ORDER

Oilman Manufacturing, Inc.

The Defendant/ having filed its petition in bankruptcy and these proceeding being stayed thereby, it is hereby ordered that the Clerk administratively terminate this action in his records, without prejudice to the rights of the parties to reopen the proceedings for good cause shown for the entry of any stipulation or order, or for any other prupose required to obtain a final determination of the litigation.

IF, within 60 days of a final adjudication of the bankruptcy proceedings, the parties have not reopened for the purpose of obtaining a final determination herein, this action shall be deemed dismissed with prejudice.

IT IS SO ORDERED this 26th day of SEPTEMBER, 1985.

Thomas R. Brett
UNITED STATES DISTRICT JUDGE
THOMAS R. BRETT

Center of
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

STEVEN WORKS,

)
)
)
Plaintiff,)
)
)

v.)

No. 84-C-1022B

FILED

SAFEWAY STORES, INC., a Maryland
Corporation,)
)
)
)
)
Defendant.)

SEP 27 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

Now on this 27 day of September, 1985, it appearing to the Court that this matter has been compromised and settled, this case is herewith dismissed with prejudice to the refiling of a future action.

S/ THOMAS R. BRETT

United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

TOMMY L. BENSON,

Plaintiff,

v.

LT. DAN CHERRY,

Defendant.

No. 85-C-505-BT

SEP 26 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

O R D E R

This matter comes before the Court on defendant's Motion to Dismiss for failure to state a claim upon which relief can be granted. For the reasons stated below, the motion is sustained in part and overruled in part.

In March 1985, plaintiff appeared in the District Court for Tulsa County, Oklahoma, and pleaded guilty to a variety of criminal charges.^{1/} Plaintiff received 14 life sentences to run concurrently and 17 years imprisonment to run consecutively. Plaintiff also pleaded guilty in the United States District Court for the Northern District of Oklahoma to a charge of armed robbery and was sentenced to 25 years in prison.

^{1/} CRF-84-165, robbery with a firearm after former conviction of two or more felonies (AFCF), unauthorized use of a motor vehicle AFCF; CRF-84-166, attempted robbery with a firearm AFCF; CRF-84-167, carrying a firearm AFCF; CRF-84-168, kidnapping AFCF, larceny of an auto AFCF; CRF-84-218, robbery with a firearm AFCF; larceny of an auto AFCF; CRF-84-219, robbery with a firearm AFCF (2 counts), larceny of an auto AFCF; CRF-84-220, robbery with a firearm AFCF; CRF-84-240, robbery with a firearm AFCF; CRF-84-2098, escape from imprisonment while awaiting trial; CRF-84-2241, robbery with a firearm (2 counts).

Plaintiff is now in the custody of the Missouri state prison system. On May 28, 1985, plaintiff sued defendant Cherry for alleged violations of his civil rights under 28 U.S.C. §1983. Plaintiff states two bases for his §1983 action. First, he contends that Tulsa County District Judge Joe Jennings informed him at the time of his sentencing that he had 10 days in which to withdraw his guilty pleas or give notice of appeal. Plaintiff contends that defendant turned him over to federal marshals to be transported to a federal prison before the 10-day period expired. Plaintiff claims this alleged action violated his constitutional right of access to the court. Second, plaintiff claims defendant denied him access to the jail law library, thereby violating his constitutional rights. Plaintiff seeks \$14.7 million in money damages and asks that he be allowed to withdraw his guilty pleas and "have my right back to appeal." Plaintiff states that he informed Judge Jennings in writing on April 20, 1985, that he wished to withdraw his guilty pleas.

Plaintiff's first §1983 claim seems to be based on an idea that plaintiff had a constitutional right to remain in state custody until the 10-day period in which he could withdraw his guilty pleas had expired. No such constitutional right exists. Plaintiff complains that removing him from the Tulsa County jail to a federal prison denied him access to the courts in that he was then unable to withdraw the guilty pleas he entered before Judge Jennings. But plaintiff admits he was able to inform Judge Jennings of his decision to withdraw those pleas in writing on

April 20, 1985. Thus, plaintiff was not denied an opportunity to communicate his withdrawal of his pleas of guilty.

In his second §1983 claim, plaintiff contends that he was denied access to the Tulsa County jail library. Plaintiff contends this denied his rights under the First Amendment, but the more appropriate claim is that his Fourteenth Amendment rights of due process and equal protection were infringed. Ultimately, to prevail on this claim, plaintiff must show that the defendant's action infringed plaintiff's constitutional rights and that such infringement is of such a degree as to render any justification by the defendant inadequate. Hooks v. Wainwright, 352 F.Supp. 163, 166 (M.D.Fla. 1972). Plaintiff admits in his complaint that one reason his access to the jail law library was restricted was that about that time a jail escape had been attempted via the law library. Defendant is invited to submit a sworn affidavit or other evidence as to the reasons plaintiff's access to the jail law library was restricted in order that the Court may address the issue on a motion for summary judgment. However, at this time, the Court cannot find that plaintiff can prove no set of facts which would entitle him to relief. Therefore, the motion to dismiss plaintiff's §1983 claim for denial of access to the courts must be overruled.

IT IS SO ORDERED, this 26th day of September, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

TITAN SERVICES, INC.,
a Delaware corporation,

Plaintiff,

vs.

S K RESOURCES, INC.,
an Oklahoma corporation,

Defendant.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

No. 85-C-813-E

Defendant, S K Resources, Inc., has been served with process. It has failed to appear and answer the Plaintiff's complaint filed herein. The default of Defendant, S K Resources, Inc. has been entered. It appears from the Affidavit in Support of Entry of Judgment of Default that the Plaintiff is entitled to judgment.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff recover from Defendant, S K Resources, Inc., the sum of \$11,946.73 plus 18% accrued interest up to and including the date of this judgment, plus interest accruing thereafter at the rate of 7.91 % per annum until paid, a reasonable attorneys' fee to be set upon application, and the costs of this action.

ORDERED this 26 day of September, 1985.

S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 26 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

FREDDIE SCOTT,

Plaintiff,

v.

UNITED STATES OF AMERICA,

Defendant.

No. 85-C-402-B ✓

O R D E R

This matter comes before the Court on the defendant's Motion to Dismiss or for Summary Judgment. For the reasons stated below, defendant's Motion for Summary Judgment is hereby granted.

In filing his federal income tax return for 1983, plaintiff provided no information other than his name and address. Plaintiff refused to provide financial information, asserting constitutional objections under the First, Fourth, Fifth, Seventh, Eighth, Ninth and Fourteenth Amendments. On February 11, 1985, the Internal Revenue Service assessed a \$500 frivolous return penalty under 26 U.S.C. §6702. Plaintiff was informed of the proper procedure for filing a claim for refund of this penalty. Plaintiff filed for a refund and paid the required \$75 - 15 percent of the \$500 fine - as provided in 26 U.S.C. §6703(c)(1). Plaintiff then filed suit in this Court seeking a refund of the amount paid, alleging it was wrongfully and improperly extracted from the plaintiff.

Plaintiff contends the \$500 frivolous return penalty does not apply to persons who do not assess themselves a tax on their federal income tax return. Section 6702 of the Internal Revenue Code provides in pertinent part:

SEC. 6702. FRIVOLOUS INCOME TAX RETURN

(a) Civil Penalty. - If -

(1) any individual files what purports to be a return of the tax imposed by subtitle A but which --

(A) does not contain information on which the substantial correctness of the self-assessment may be judged, or

(B) contains information that on its face indicates that the self-assessment is substantially incorrect; and

(2) the conduct referred to in paragraph (1) is due to --

(A) a position which is frivolous ...

then such individual shall pay a penalty of \$500.

Plaintiff contends that Section 6702 only applies to persons who make a patently false self-assessment of tax or a self-assessment the correctness of which the I.R.S. cannot reasonably determine from the information on the return. Since plaintiff made no self-assessment, he contends he cannot be fined for filing a frivolous return.

Plaintiff is mistaken. In a case nearly identical to the instant case, plaintiffs' income tax return provided only their names and addresses. At the end of each line on the tax form plaintiffs placed an asterisk noting: "This means specific objection is made under the 5th amendment, U.S. Constitution. Similar objection is made to the question under the 1st, 4th, 7th, 8th, 9th, 10th, 13th,

14th and 16th amendments for civil issues." McEachern et al. v. United States, 84-2 U.S.T.C. ¶9697 (E.D. Mich. 1984). The court held such a tax return frivolous and the assessment of a \$500 penalty proper. In Pethtel v. United States, 84-2 U.S.T.C. ¶9688 (D.C. Colo. 1984), taxpayer filed a return identical to the plaintiff in the instant case. Again, the court held such a return was the type which Congress intended to reach when it enacted the civil penalty provision of §6702. Clearly, based on these decisions and a review of 26 U.S.C. §6702, the return filed by plaintiff in this case is frivolous and properly subject to the \$500 penalty.

Summary judgment must be denied if a genuine issue of material fact is presented to the trial court. Exnicious v. United States, 563 F.2d 418 (10th Cir. 1977). In making this determination the court must view the evidence in the light most favorable to the party against whom the judgment is sought. National Aviation Underwriters, Inc. v. Altus Flying Service, Inc., 555 F.2d 778, 784 (10th Cir. 1977). However, summary judgment is proper where no issue of genuine fact remains and the moving party is entitled to judgment as a matter of law. Bruce v. Martin-Marietta, 544 F.2d 442, 445 (10th Cir. 1976).

In the instant case, the Court finds there is no genuine issue of material fact with respect to the frivolous nature of plaintiff's tax return. Accordingly, defendant's motion for summary judgment is granted.

IT IS SO ORDERED, this 26th day of September, 1985.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

ELLINGTON BENSON, a single)
person; BETTY TAYLOR, a/k/a)
BETTY J. TAYLOR, a/k/a)
BETTY JEAN TAYLOR; BORG-WARNER)
ACCEPTANCE CORPORATION, a)
subsidiary of Borg-Warner)
Corporation, a Delaware)
Corporation; FIDELITY FINANCIAL)
SERVICES, INC., an Oklahoma)
Corporation; TULSA ADJUSTMENT)
BUREAU, an Oklahoma Corporation;)
SERVICE COLLECTION ASSOCIATION,)
INC.; an Oklahoma Corporation;)
STATE OF OKLAHOMA, ex rel.)
Oklahoma Tax Commission,)

Defendants.)

FILED

SEP 26 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO. 84-C-742-E

O R D E R

Good cause having been shown, it is hereby ORDERED,
ADJUDGED AND DECREED that the above-referenced action is hereby
dismissed without prejudice.

Dated this 26th day of September, 1985.

UNITED STATES DISTRICT JUDGE

- entered.

FILED

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 25 1985

JACK C. OLIVER, CLERK
U.S. DISTRICT COURT

JACK C. OLIVER, CLERK
U.S. DISTRICT COURT

BRENDA J. COLLINS, NANCY CLARK,)
and NIKKI DELPERDANG)

Plaintiffs,)

vs.)

No. 82-C-1107-C

EDG ENGINEERING, INC., and)
ENGINEERING DESIGN GROUP, INC.,)

Defendants.)

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

Plaintiffs Brenda Collins, Nancy Clark and Nikki Delperdang are former employees of defendant EDG Engineering, Inc., a wholly owned subsidiary of defendant, Engineering Design Group, Inc. Plaintiffs bring their action against the defendants pursuant to the Equal Pay Act of 1963, 29 U.S.C. §206(d) of the Fair Labor Standards Act, 29 U.S.C. §201 et seq. Plaintiffs, Collins and Delperdang also bring their action against defendants, pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq.

Under the provisions of the Equal Pay Act, plaintiffs claim they were unlawfully and willfully paid lower wages than male employees of the defendants who performed work requiring equal skill, effort and responsibility, and which was performed under similar working conditions. Plaintiffs seek wages due and owing,

back pay, and liquidated damages.

Under the provisions of Title VII plaintiffs Collins and Delperdang allege sex discrimination in wages, lay off and recall procedure and in the terms and conditions of their employment, including a sexually harassing environment. Plaintiffs Collins and Delperdang seek back pay, reinstatement (and or/front pay), declaratory and injunctive relief.

Defendant EDG Engineering, Inc. admits plaintiffs were its employees but denies all allegations of inequality in wages or discriminatory treatment. Defendant Engineering Design Group, Inc. admits EDG Engineering, Inc. is its wholly owned subsidiary, but denies it, as the parent corporation, is an employer of plaintiffs.

After considering the pleadings, the testimony and exhibits admitted at trial, the briefs and arguments presented by counsel for the plaintiffs and defendants, and being fully advised on the premises, the Court enters the following findings of facts and conclusions of law.

Findings of Fact

A. Jurisdiction and Venue

1. Plaintiffs are female citizens of the United States and residents of Tulsa County, Oklahoma, and this judicial district. The employment practices which are the subject of this action were committed in Tulsa, Oklahoma, within the Northern District of Oklahoma.

2. EDG Engineering, Inc. is a wholly owned subsidiary of Engineering Design Group, Inc. and are employers engaged in an industry affecting commerce. Defendants are corporations established under the law of the State of Oklahoma, with their principal facilities located in this judicial district.

3. Plaintiffs were employed by defendant, EDG Engineering, Inc., and Engineering Design Group, Inc. (Hereinafter collectively referenced EDG) as follows:

Collins: March 5, 1979 through March 5, 1982

Delperdang: July 22, 1980 through February 5, 1982

Clark: July 28, 1980 through February 5, 1982

4. Defendants at all times pertinent to this action have engaged in an industry affecting commerce with fifteen or more employees for each working day in each of twenty or more calendar weeks during the years 1979 through 1982 or for the year preceding.

5. Plaintiff Collins and Clark timely filed charges of sex discrimination with the Equal Employment Opportunity Commission, received their notices of right to sue and brought suit herein within 90 days of receipt. Clark elected, at the commencement of trial on July 30, 1985, not to pursue her Title VII claim. (Opening Statement, plaintiff's attorney.) Plaintiff Delperdang did not timely file a charge of discrimination with the EEOC, however, her individual claim arose out of similar alleged discriminatory treatment in the same time frame which evokes the "single filing rule."

B. Background

6. In the mid 1970's EDG had 10 to 20 employees, half of these employees were drafters. As the oil industry "boomed" in the early 1970's, EDG's business correspondingly increased. At this time 90% of EDG's business was with four major oil or gas related companies: Phillips Petroleum, Agrico Chemical, Conoco and Cities Service. In response to the business generated by these four companies, EDG increased its number of employees to between 100 to 120 persons. In the early 1980's the oil industry took a severe economic down turn; and correspondingly, EDG's business was affected. The big four clients pulled out all of their work and EDG laid off a substantial number of employees in three shifts occurring in February, March and July, 1982. In an effort to continue in the drafting/design work, EDG opened an office in Bartlesville, Oklahoma, to attract the drafting business of Phillips Petroleum. This office remained functional until early 1985 and then closed. EDG ceased doing any work in the petroleum or petrochemical industry and no longer employs drafters. EDG has moved into the computer installation field.

7. During the oil "boom" EDG hired several additional drafters, including the females that are parties to this action.

C. Wages

8. In its draftsperson workforce EDG had five different job classifications: (1) Drafting Trainee, (2) Draftsperson, (3) Design Draftsperson, (4) Engineering Designer and (5) Group-leader. Each of the five classifications had its own range of

wages, and with a few exceptions, each employee was paid within the range set forth in the respective classifications.

9. The criteria used to set the initial wage for drafters upon employment was taken from the guidelines published by the American Institute of Design and Drafting (AIDD). These factors included academic background (education), past work history (experience) and market place (competitor's offerings). Once employed, wage increases were based upon recommendations from group leaders who were to consider the factors of ability, improvement, attendance, loyalty and motivation.

10. The defendants provided each plaintiff the following wage, classification and grade during the time period indicated:

Brenda Collins

03/05/79: \$6.20/hr.; senior draftsperson (Grade 3)
09/01/79: \$6.45/hr.; senior draftsperson (Grade 3)
12/01/79: \$6.773/hr.; senior draftsperson (Grade 3)
03/01/80: \$7.01/hr.; senior draftsperson (Grade 3)
07/01/80: \$7.290/hr.; senior draftsperson (Grade 3)
09/01/80: \$7.582/hr.; senior draftsperson (Grade 3)
03/01/81: \$7.885/hr.; senior draftsperson (Grade 3)
08/01/81: \$9.225 hr.; engineering designer/checker
(Grade 4)
03/05/82: Laid off

Nikki Delperdang

07/22/80: \$4.250/hr.; drafting trainee (Grade 1)
02/01/81: \$4.760/hr.; draftsperson (Grade 2)

08/01/81: \$5.522/hr.; draftsperson (Grade 2)
02/01/82: \$5.853/hr.; draftsperson (Grade 2)
02/05/82: Laid off

Nancy Clark

07/28/80: \$5.00/hr.; draftsperson (Grade 2)
02/01/81: \$5.30 hr.; draftsperson (Grade 2)
06/01/81: \$5.989/hr.; draftsperson (Grade 2)
02/01/82: \$6.348/hr.; draftsperson (Grade 2)
02/05/82: Laid off

11. Nancy Clark: At the commencement of her work with EDG on July 28, 1980, she had a high school education and had attended a program called Project 12 for students who had dropped out of school and returned. She had completed four or five courses at Tulsa Vo-Tech, and took two more courses during her employment with EDG. She had no prior drafting experience. She worked at EDG for a term of 1½ years. Her work was reviewed every six months by her female group leader. Group leaders evaluated the performance of drafters and made recommendations to management. Clark received a pay increase after six months, and a merit increase within four months and a final increase within eight months before she was laid off on February 5, 1982. She was denied one pay raise based on the recommendation of her female group leader because her performance had gone down.

12. Clark graduated from high school in 1975. Her work experience for the next five years consisted of delivery person for Ridgeways, cashier for Sheridan Discount, clerk at U-Totem,

waitress at a steak house and assistant with preschool children.

13. At all times during her employment Clark was classified as a draftsman, grade 2. She commenced work at grade 2 because of the drafting classes she had completed at Vo-Tech. In this grade level, an employee handles normal drafting assignments under regular supervision and does a limited amount of design work under supervision. To be classified as grade 2, upon initial employment, the following minimum education and experience was required:

- Preferred -- 2-year vocational technical school that meets AIDD Certification requirements for "Draftsman", subject to a minimum of 1 year on-job experience in a temporary position at somewhat lower salary before fully qualifying for this position.
- Alternate #1-3-year high school training which meets AIDD Certification requirements for "Drafting Trainee" plus 3 years drafting experience.
- Alternate #2-High school graduate with 1 year of mechanical drawing, 1 year of algebra, 1 year of geometry, plus 6 years drafting experience.

14. Clark compared her wages with male employees Smith, Yost and Wheeler. At commencement of work with EDG Smith had obtained a two year associate degree from Cameron University, a technical school. Yost and Wheeler both completed the two year associate degree program from Oklahoma State Technical School.

15. The Court finds there is a substantial difference in job preparation and education received from a two year accredited technical school and the taking of selected night courses from a vo-tech school. Additional training and education in the area of employment justifies differential in wages received. Further, Clark was passed over for a wage increase due to her lessened

work performance. Smith worked a total of 5 months, obtaining a wage rate of \$7.35 per hour prior to lay off on February 5, 1982. Yost and Wheeler worked a total of 4 months, obtaining a wage rate of \$7.20 per hour prior to lay off on March 5, 1982. Clark had worked a total of 1 year and 7 months, obtaining a wage of \$6.34 per hour prior to lay off February 5, 1982. EDG had a wage range for each of the five different job classifications. The wage range had eight grade levels. The hourly wage rate for grade 2 draftsman for year 1982 was \$5.29 through \$7.59. Although Clark had been with EDG for one year prior to Smith, Yost and Wheeler's employment, the educational preparation in the field of drafting prior to commencing work justified the differential in wages.

16. Nikki Delperdang: At the commencement of her work with EDG on July 22, 1980, she had a high school education and she was in the process of taking 2 night courses at Tulsa Vo-Tech. During the course of her employment with EDG, she completed 3 courses and dropped out of another. She had no prior drafting experience. She had worked as a nurse for 4 or 5 years prior to her job at EDG. Delperdang was hired as a drafting trainee, grade 1, salary rate \$4.25 per hour. She was promoted to grade 2 draftsman after 6 months, salary rate \$4.76. In six months her salary was raised to \$5.52 per hour, and in six more months it was increased to \$5.85 per hour. She worked 6 months as a trainee and just over one year as a drafter before her lay off in February 5, 1982.

17. Delperdang alleges she should have been hired at grade 2 (draftsman) and promoted to grade 4 (engineering designer)

within the 1 year 7 months of her employment.

18. In May 1981 EDG received a substantial drafting job from Phillips Petroleum referred to as "the Kansas City Project." Due to its size, the engineers requested additional persons to be assigned to work alongside them on the project for additional assistance. Joe Ganey, an engineer on the project, specifically requested a male to be assigned, Paul Blanchard. EDG instead selected a female to be assigned, Nikki Delperdang.

19. A grade 1 job description includes working as directed for the purpose of learning the fundamentals of drafting and the company drafting requirements. Revising drawings, working from instructions, marked prints, sketches prepared by others and preparing layouts under close supervision. The minimum education and experience preferred was a high school education with one year of Algebra and one year of Geometry. A grade 4 engineering designer handles complex design assignments with the assistance of several draftpersons in lower classifications. The engineer is to have thorough knowledge of accepted design or methods concepts. The engineer checks and approves all work on projects, including basic layouts, arrangements, designs, accuracy of computations, selection of material and equipment and compliance with company standards and safety rules.

20. The minimum education and experience required was:

Minimum Education and Experience Required:

Preferred -- 4 years college training that meets AIDD Certification requirements for "Engineering Designer", subject to a minimum of 1 year on-job experience in a temporary position at

somewhat lower salary before fully
 qualifying for this position.

Alternate #1-2-year college or technical insti-
 tute that meets AIDD certification
 requirements for "Design Drafts-
 person" plus 4 years design-
 drafting experience.

Alternate #2-2-year vocational technical school
 that meet AIDD Certification re-
 quirements for "Draftsperson" plus
 6 years design-drafting experience.

21. Delperdang compares her wages with a male employee, Underwood. Underwood was a group leader and an engineering designer with EDG. On May, 1981, the date Delperdang alleges she should have been promoted to grade 4, engineering designer, Underwood had 26 years of drafting experience, Delperdang's experience was 8 to 9 months. Delperdang also compares her wages to a male employee, Swartz. At that time Swartz had 25 years drafting experience and a two-year degree from Tulsa Professional Drafting School.

22. Delperdang admitted she was not only paid less than other males, but also other females performing equal work.

23. The Court finds Delperdang had no prior experience as a drafter and had not completed any training courses prior to her employment. Therefore, the Court finds it was reasonable for EDG to commence her employment as a trainee (grade 1). Within 6 months she was promoted to draftsperson and received a 38% pay increase in the 1 year 7 months of her employment. Delperdang elects to compare herself with engineer designers. Although she may have been performing similar work for a period of time as an

engineer, it was reasonable for the company to require engineers to obtain more on-the-job experience prior to promotion to that position. Further, it was within the job description that drafters work directly alongside engineers; however, it was the more experienced engineer who was to manage and be ultimately responsible for the end product.

24. The Court finds that engineer designers at EDG had an average of 13 years of drafting experience, and none of them had less than 4½ years. Moreover, each engineer had some college education. Delperdang had taken approximately four vo-tech courses, two of which she did not complete.

25. The following chart shows the wages and sex for each draftsperson:

<u>Name</u>	<u>Sex</u>	<u>Wage Per Hour</u>
Westland	Male	\$7.816
Hess	Female	\$7.800
Farley	Male	\$7.590
Krutsinger	Female	\$7.350
Smith	Male	\$7.250
Yost	Male	\$7.250
Wheeler	Male	\$7.250
Mayes	Female	\$7.231
Petroni	Female	\$6.864
Phillips	Female	\$6.375
Clark	Female	\$6.348
Clifford	Male	\$6.321
Noel	Female	\$6.285
Delperdang	Female	\$5.853

Of the 14 draftspersons, there were eight women and six men. Of the four highest paid draftspersons, two were men and two were women.

26. The Court finds that Delperdang was not paid waged substantially different than other draftspersons. She had less

experience than all other draftpersons, except Nancy Clark, Smith, Yost and Wheeler, and she had less education than those four individuals.

27. Brenda Collins: At the commencement of her work, for the second time with EDG, on March 5, 1979, Collins had approximately 3 years drafting experience. She was a high school graduate and had a two year degree from Tulsa Business College, with emphasis in drafting. Collins worked as a senior drafts-person (grade 3) from March 5, 1979, until August 1, 1981, when she was promoted to engineering designer (grade 4) until her lay off on March 5, 1982. She received numerous and frequent pay increases.

28. Collins compares her wage rate with a male employee, Thomas. Collins had approximate one year more work experience than Thomas. Thomas had a two year associate drafting degree from Oklahoma State Technical School. They were hired at the same time at EDG, and Thomas received 5¢ more per hour than Collins.

29. Collins also compares her wages with male employees Stark and Fields, both of which were group leaders (grade 5). Stark had 6 more years experience and Fields had 4 more years experience than Collins. Stark had a two year architectural design and drafting degree from Northeastern A. & M. and Fields had attended two schools in California.

30. Further, Collins had a high level of tardiness and absenteeism from work. During 1980, Collins was absent a total

of 346.5 hours. This was 3 times more frequently than Thomas. Fields and Stark did not have a problem with absenteeism. Although Collins' work was good, this is mitigated by her unreliability in attendance and promptness to work. Thomas was selected as group leader, which warrants additional pay, since he was a more dependable employee.

31. The Court finds Collins was paid at a wage equivalent to her education and work experience. The differential in pay with male employee Thomas was attributable, in part, to her tardiness and high absenteeism.

D. Lay Off and Recall Process

32. The severe and rapid recession in the oil industry affected EDG abruptly. Phillips Petroleum announced it was selling its Kansas City refinery and the work EDG was doing for Phillips came to a stop, without completion. The layoffs commenced shortly after the announcement. EDG made an effort to lay off lower echelon employees first, in hopes that when the recession lessened it could continue working in the petrochemical field.

33. EDG used the following factors in lay off selection:

- A. Available work: EDG had a contract with Sun Chemical Company in process at the time of the first lay off. Employees working under this contract were not laid off. Employees doing other work, not affected by Phillips Petroleum were not laid off.
- B. Job function: e.g. drafter, designer, engineer. EDG kept the grade of employee that was needed for on going work.
- C. Job description: e.g. piping, mechanical or

electrical. EDG kept the employee who performed the work that was still on going.

D. Employee ability and seniority.

34. EDG laid off employees in three shifts. In February, 1982, EDG's drafting department consisted of 15 females (40.5%) and 22 males (59.5%), the employees were laid off as diagramed below:

Job Title	2/5/82	3/5/82	7/16/82	TOTAL
Clerk	0 - males 1 - female	1 - male 0 - females	0 - males 1 - female	1 - male 2 - females
Trainee	1 - male 1 - female	0 - males 0 - females	0 - males 0 - females	1 - male 1 - female
Draftsperson	3 - males 3 - females	2 - males 2 - females	1 - male 2 - females	6 - males 7 - females
Design Draftsperson/ Senior Draftsperson	0 - males 0 - females	0 - males 2 - female	1 - male 0 - females	1 - male 2 - females
Engineering Designer	0 - males 0 - females	2 - males 1 - females	0 - males 0 - female	2 - males 1 - female
Group Leader	0 - males 0 - females	0 - males 0 - females	1 - male 0 - females	1 - male 0 - females
<u>Total</u>	4 - males 5 - females	5 - males 5 - females	3 - males 3 - females	12 - males 13 - females

35. On February 5, 1982, Delperdang and Clark were classified as draftspersons. On that date, 6 draftspersons (3 male, 3 female), including Clark and Delperdang, were laid off. On March 5, 1982, 4 draftspersons (2 male, 2 female) were laid off. On July 16, 1982, 3 draftspersons (1 male, 2 female) were laid off. One other draftsperson had been fired in June, 1982. In June, 1983, the president, Robert Nalbene, was laid off.

36. After July, 1982 all draftsperson had been laid off. In the engineering design (grade 4), 3 engineers had been laid off (Collins and two males). One engineer was located in the Phillips office in Bartlesville since employment on March 5, 1980, and remained with Phillips during the lay offs. The two remaining male engineers were transferred to Bartlesville. The first, Allen, had 15 years drafting experience; and the other, Glines, had almost 19 years experience. This is compared with Collins who had 5 years and 9 months experience and was laid off. The Court finds that EDG did not use sex as a factor in laying off Collins instead of Allen or Glines who were transferred to Bartlesville.

37. The company's policy manual provides, "Personnel changes in all non-exempt and exempt classifications that are made to avoid or minimize the impact of a lay/off due to lack of work will be made on the basis of ability. Where ability is equal, preference will be given to the employee having the greatest seniority."

38. The Court finds that EDG followed this policy in laying off its employees. During an economic crises EDG laid off the less essential employees first and it attempted to retain its best employes -- measured by position needed, ability, seniority and dependability.

39. EDG transferred a few of its quality employees to Bartlesville in an effort to attract Phillips Petroleum's business by being geographically more convenient for Phillips.

40. EDG recalled a limited number of male employees to its Bartlesville office. Whitten, Owens and Hernandez were former employees who voluntarily left EDG prior to the lay offs. Then were rehired by EDG, not recalled.

41. Doug Whitt was laid off from EDG on March 5, 1982. He was recalled on July 10, 1984, and laid off February 11, 1985. He was again rehired on April 1, 1985, and laif off April 11, 1985. Whitt had 30 years of drafting experience, more than 4 times as much as the combined experience of Collins and Delperdang.

42. Tom Brumley was not in the drafting department. He was in a separate division of the company, the instrumentation department. He had graduated first in his class from Texas Tech University and was highly competent.

43. The Court finds that sex was not a factor considered in the recall process. EDG recalled two employees who had substantially more education and experience than Collins or Delperdang in an effort to keep EDG profitable. EDG's efforts failed and the company restructured, leaving the drafting business and entering into the computer installation industry.

E. Sexually Harassing Environment

44. Plaintiffs Collins and Delperdang contend the women at EDG were the object of sexual harassment, sexist jokes and abusive language.

45. There was evidence that the women participated in the sexist jokes or were not offended by the conduct.

46. Evidence also revealed that the department supervisor, Rex Hues, who was accused of using abusive language, did so equally toward men and women.

47. The Court finds from all the facts and circumstances that the work environment at EDG was not sexually harassing or abusive.

Conclusions of Law

A. Jurisdiction and Venue

Equal Pay Act

1. The Court has jurisdiction of this action under 28 U.S.C. §§1331 and 1337, in that plaintiffs have filed a civil action arising under the laws of the United States, and their employer is an enterprise engaged in interstate commerce.

2. EDG Engineering, Inc. and Engineering Design Group, Inc. are employers within the meaning of 29 U.S.C. §203(d).

3. Venue of this action is proper under 28 U.S.C. §1391.

Title VII

1. All filing requirements of Title VII of the 1964 Civil Rights Act, 42 U.S.C. §2000e-5(e), (f)(i) which are prerequisite to the jurisdiction of this Court have been satisfied by the plaintiffs Collins and Clark. Plaintiff Delperdang did not timely file a charge of discrimination; however, her claims arose out of the same alleged discriminatory treatment within the same time frame as her co-plaintiffs Collins and Clark. Although, the timely filing of an EEOC complaint is a prerequisite to a Title VII action, courts have created an exception to this general

principal referred to as "the single filing rule." Under this rule, if one plaintiff in a multiple-plaintiff, non-class action suit, filed a timely EEOC complaint as to that plaintiff's individual claim, then a co-plaintiff with an individual claim arising out of similar discriminatory treatment in the same time frame need not have satisfied the filing requirement. See e.g., Allen v. U.S. Steel Corp., 665 F.2d 689 (5th Cir. 1982) and Ezell v. Mobile Housing Board, 709 F. 2d 1376 (11th Cir. 1983).

2. EDG Engineering, Inc. and Engineering Design, Inc. are employers within the meaning of 42 U.S.C. §2000e(b),(h)

3. Venue properly lies within this Court under 42 U.S.C. §2000e-5(f)(3).

4. EDG Engineering, Inc. and Engineering Design, Inc. are joint employers within the meaning of the Fair Labor Standards Act, 29 U.S.C. §203(d) and Title VII, 42 U.S.C §2000e(b). A party's status as employer or joint employer for purposes of the Fair Labor Standards Act is not circumscribed by formalistic labels or common-law notions of employment relationship. Instead the analysis is focused upon the totality of the circumstances which underscore the economic realities of the workers' employment. Donovan v. Sabine Irrigation Co., Inc., 695 F.2d 190, 194 (5th Cir. 1983)cert.den.463 U.S 1207 (1983). Under Title VII the factors to be employed to determine whether two corporate entities may be treated as one, for the purpose of the definition of "employer", includes interrelation of operation, common management, centralized control of labor relations and common

ownership or financial control. Baker v. Stuart Broadcasting Co., 560 F.2d 389, 392 (8th Cir. 1977).

B. Nonliability of EDG Engineering Inc. and Engineering Design, Inc.

5. The defendants did not commit acts of unlawful sex discrimination against the plaintiffs in their wages or terms and conditions of their employment under the Equal Pay Act or Title VII in connection with the activities at issue in this action.

6. Under the Equal Pay Act, the plaintiffs must prove the employer paid unequal wages for work that was substantially equal in terms of skill, effort and responsibility, and that it was performed under similar working condition. Brennan v. South Davis Community Hospital, 538 F.2d 859, 861 (10th Cir. 1976). A proper evaluation requires an inquiry into all the facts and circumstances of a particular case. Skill includes such considerations as experience, training, education and ability. Effort refers to the physical and mental exertion necessary to the performance of a job. Responsibility concerns the degree of accountability required in performing a job. EEOC v. Central Kansas Medical Center, 705 F.2d 1270 (10th Cir. 1983). If this burden is met (establishing a prima facie case), the employer must then prove that the pay differential is justified by one of the exceptions under the Act: (1) a seniority system, (2) a merit system, (3) a system which measures earnings by quantity or quality of production, or (4) a differential based on any other factor other than sex. 29 U.S.C. §206(d)(1), Crowning Glass Works v. Brennan, 417 U.S. 188, 195 (1974).

7. Title VII prohibits an employer from discriminating among employees in the terms, conditions or privileges of employment based upon the individual's sex. 42 U.S.C. §2000e-2(a)(1). Furthermore, employers are prohibited from limiting, segregating or classifying employees in any way which will deprive them of employment opportunities on the basis of sex. 42 U.S.C. §2000e-2(a)(2). Plaintiffs attempted to show sexual discrimination through "disparate impact" and "disparate treatment." Disparate impact involves employment practices that are facially neutral but disproportionately burden to a protected group. Disparate impact claims do not require proof of discriminatory intent. See, International Brotherhood of Teamsters, 431 U.S. 324, 335 n. 15 (1977). Generally this theory is shown through statistical data. Disparate treatment type employment discrimination occurs when an employer treats some people less favorable than others because of their membership in one or more of the protected groups. Proof of discriminatory intent is usually critical to a disparate treatment claim. See, Teamsters, supra.

8. The framework established by the Supreme Court in McDonnell Douglas Corp. v. Green, 411 U.S. 792 (1973) governs the order and burden of proof in employment discrimination actions. The plaintiffs must establish by a preponderance of the evidence that they were denied an employment benefit because of their sex. If the plaintiffs meet this burden, the focus of the litigation shifts to the employer's motives. The employer can rebut the plaintiffs prima facie case by coming forward with a legitimate, nondiscriminatory reason for denying the benefits. In order to

prevail on the merits, the plaintiffs must then prove that the employer's proffered reason is merely a pretext for unlawful discrimination. See, e.g. Henson v. City of Dundee, 682 F.2d 897, 901 (11th Cir. 1982). At all times the burden of persuasion remains with the plaintiffs. Texas Dept. of Comm. Affairs v. Burdine, 450 U.S. 248 (1981).

9. The Court finds that plaintiffs were not discriminated against, as more specifically set forth below.

C. Wages

Plaintiff Nancy Clark met the burden of establishing a prima facie case under the Equal Pay Act in showing that EDG paid her unequal wages as compared to other males grade 2 draftspersons. Clark introduced evidence that her work as a grade 2 draftsperson was substantially equal in terms of skill, effort and responsibility and performed under similar working conditions as work performed by male employees Smith, Yost and Wheeler. Clark also established a prima facie case of disparate treatment under Title VII by establishing that she was a member of a protected group, and she was paid lower wages than males performing similar jobs.

The Court finds that EDG has successfully rebutted Clark's prima facie case. EDG offered testimonial evidence of its president, Bob Nalbone, who graduated from a technical school in 1952 and had worked since that time in the engineering and drafting business. Nalbone testified his experience has shown that employees who have graduated from a two year accredited technical school possess more advanced training. The accreditation is by the state which receives input from other schools in

the technical field. Nalbone stated that technical schools offer advanced classes in mathematics and specialized training, in which the student must meet certain prerequisites prior to graduation. Contrastingly, vo-tech schools offer less advanced training and are not accredited. Nalbone, as president of EDG, established the wage range for each of the five job classifications and set the policy that advanced training was one criterion which would justify a higher starting pay within each classification.

The Court finds there is a manifest relationship between an employee's level of education and job performance such that the use of advanced education as a factor in setting initial hiring wage is a legitimate, nondiscriminatory reason for differentials in wages among new hires and current employees. In Merwine v. Bd. of Trustees for State Institutions, 754 F.2d 631 (5th Cir. 1985), the "manifest relationship" test was used to justify hiring one more highly educated applicant over a lesser educated applicant. The court based its findings on the testimony of an expert witness "that an accreditation standard is particularly appropriate to ensure not only that the applicant has received appropriate instruction and experience but also that the institution from which the applicant has graduated fulfills recognized, objective academic standards." Merwine, supra, 754 F.2d 639-640. The Court finds that EDG's preference for a degree in setting initial wages was not pretextual, and the Court heard no credible evidence indicating it was not a legitimate, nondiscriminatory factor applied uniformly to all applicants.

Plaintiff Clark next contends that since she had worked with EDG for one year prior to EDG hiring Smith, Yost and Wheeler, then it is clearly sexually discriminatory to hire them at a higher wage than the wage EDG paid her. Clark, in essence, argues that her one year experience justified the same wage as Smith, Yost and Wheeler's two year technical training. In Hein v. Oregon College, 718 F.2d 910 (9th Cir. 1983), the court held:

Salary differentials that stem from unequal starting salaries do not violate the Equal Pay Act if the original salary inequity can be justified by one of the four exceptions to the Equal Pay Act. In other words, salary differentials based on unequal starting salaries do not violate the Equal Pay Act if the employee can show that the original disparity was based on a legitimate factor other than sex. 718 F.2d at 920.

Clark's entry level pay was lower than the initial pay of Smith, Yost and Wheeler because of her lesser educational training. Clark did receive pay increases, however, she was denied a pay increase in early 1982 because her work performance had diminished. The Court finds that EDG successfully rebutted Clark's prima facie case. EDG sufficiently established that gender bias was not the cause of the pay differentials, the explanation being rather that Smith, Yost and Wheeler's wages were established by one sex-blind standard applicable to new hires, while Clark was measured by another sex-blind standard applicable to existing employees. See, EEOC v. Aetna Ins. Co., 616 F.2d 719, 722 (4th Cir. 1980).

Plaintiff Nikki Delperdang met the burden of establishing a prima facie case under the Equal Pay Act in her initial starting

pay by showing that EDG paid her unequal wages as compared to other draftspersons. Delperdang introduced evidence that her work was substantially equal in terms of skill, effort and responsibility and performed under similar conditions as male draftspersons. Delperdang also established a prima facie case of disparate treatment under Title VII by showing she was a member of a protected group who was paid lower wages than males performing similar work.

Delperdang alleges that EDG engaged in sexual discrimination by setting her initial wage at grade 1, draftsperson trainee. Plaintiff alleges she thereafter performed the same work, but received unequal wages, as male employees in grade 4, engineering designers.

EDG successfully rebutted Delperdang's prima facie case. Delperdang had no prior experience as a drafter and had not completed any drafting courses. She was therefore, learning her drafting skills on-the-job as a new trainee. It was therefore reasonable for EDG to set her initial pay within the job classification "draftsperson trainee." EDG's management received a memorandum from Delperdang's supervisor on January 28, 1981, recommending her promotion to grade 2. Management approved the recommendation and Delperdang was immediately promoted to grade 2. EDG's use of prior experience and education as objective criteria for setting initial wages is sufficiently job related to overcome Delperdang's prima facie case. See e.g., Rice v. City of St. Louis, 607 F.2d 791, 794 (8th Cir. 1979).

Plaintiff Delperdang asserts that EDG's failure to promote her to engineer grade 4 after she had been employed 8 to 9 months

was motivated by sexually discriminatory intent. In adjusting the McDonnell formula for a prima facie case to actions alleging discriminatory refusal to promote, a plaintiff would be required to show:

that she belongs to a protected group, that she was qualified for and applied for a promotion, that she was considered for and denied the promotion, and that other employees of similar qualifications who were not members of the protected group were indeed promoted at the time the plaintiff's request for promotion was denied. Bundy v. Jackson, 641 F.2d 934, 951 (D.C. Cir. 1981).

The Court finds plaintiff Delperdang failed to establish a prima facie case under Title VII of refusal to promote. The Court heard no evidence that she applied for a promotion to an engineer grade 4 or that a position was available, moreover, the Court finds even if she had applied for the promotion she was not qualified for the job. Draftspersons at EDG would work alongside engineers to assist engineers, therefore, it would not be unusual for draftspersons to perform the same work as engineers. However, engineers were required to supervise drafter's work and be ultimately held responsible for the finished product. Engineers were more experienced than drafters and held a position of greater responsibility within the company. Although Delperdang had acquired nine months drafting experience, engineers on the average had thirteen years more experience than Delperdang. The Court concludes that although Delperdang performed some of the same work as engineers, she was not qualified for promotion to engineer for she lacked the skills and experience necessary to perform that role. See, e.g., Hickman v. Flood and Peterson

Ins., Inc., 766 F.2d 422, 424 (10th Cir. 1985). For an analogous factual situation and holding, see Rich v. Martin Marietta Corp., 467 F.Supp. 587,593 (D.C. Dolo. 1979).

Delperdang alleges that even though she was not promoted to grade 4, she was performing equal work as the grade 4 engineers and therefore she should have been receiving comparable wages. Under this premise Delperdang established a prima facie case under the Equal Pay Act. EDG conclusively rebutted the prima facie case by showing the differential in pay was not contributed to the employee's gender, but rather to the number of years of experience required and the ultimate responsibility for the work product. In Hein v. Oregon College, supra, the court said that differentials in wages are permissible if the work does not require equal responsibility. "Responsibility is concerned with the degree of accountability required in the performance of the job, with emphasis on the importance of the job obligation." Id. 718 F.2d at 915 citing 29 C.F.R. §800.129. The Court is satisfied that the pay differential was not based on sex. Instead, the disparity was attributed to the existence of two distinct job classifications, which did not have sex discrimination as a purpose or an effect. The differential is not pretextual, but is explained by the engineers experience and background, two considerations which are not sex linked. EEOC v. Aetna, supra at 726.

Plaintiff Brenda Collins was the lowest paid engineer/designer at EDG, she therefore met the burden of her prima facie case of unequal wages. EDG stipulated that the quality of

Collins work was good, but rebutted Collins' prima facie case by showing she had poor work habits. In the course of her employment with EDG, Collins had a high absentee rate and was habitually late to work. The Court concludes that work habits are a legitimate nondiscriminatory reason for disparate treatment. Rich v. Martin Marietta Corp., supra at 594. Collins presented no evidence that EDG's proffered reason was pretextual. The Equal Pay Act does not prohibit variations in wages; rather it prohibits discriminatory variations in wages. Hein, supra, at 916.

In their pleadings and exhibits, plaintiffs attempted to establish sexual discrimination in wages by relying upon statistical data and charts. Plaintiffs offered data in an effort to meet their prima facie case of disparate impact. Statistical disparities in wages paid males and females may constitute prima facie proof of a pattern or practice of discrimination without the necessity of proving discriminatory intent. Piva v. Xerox Corp., 654 F.2d 591, 596 (9th Cir. 1981). The Court concludes, however, that the proof adduced at trial does not fit the disparate impact model, nor did plaintiffs establish a prima facie case of disparate impact.

D. Lay Off and Recall

Plaintiffs, Delperdang and Collins, did not establish a prima facie case of discrimination under Title VII in EDG's lay off policies. The evidence neither established disparate treatment nor disparate impact in the manner EDG laid off its employees. Further EDG proffered conclusive evidence that its

selection of employees to be laid off was exclusively based on the business necessary of attempting to retain its quality employees during an economic crisis caused by the changes in the oil industry within Oklahoma. EDG's selection process, as shown by the evidence adduced at trial, was based on a legitimate need to reduce its workforce rather than by discriminatory intent. Ligons v. Bechtel Power Corp., 625 F.2d 771, 775 (8th Cir. 1980) cert. den. 449 U.S. 983 (1980). Plaintiffs did establish a prima facie case under Title VII in EDG's manner of recalling former employees to its Bartlesville office. However, EDG carried its burden of proving a legitimate nondiscriminatory reason for not recalling Delperdang or Collins. Delperdang neither had the seniority nor experience that was possessed by the few former employees EDG did recall. Collins had not shown herself as dependable as those employees retained or recalled, particularly since she would be required to commute from Tulsa to Bartlesville, Oklahoma. EDG refuted evidence of discriminatory intent and plaintiffs were unable to show EDG's reasons were pretextual.

E. Sexual Harassing Environment

The EEOC's guidelines for defining a sexually harassing work environment include:

Unwelcome sexual advances, requests for sexual favor, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering

with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Final Guidelines on Sexual Harassment in the work place, 29 C.F.R. §1604.11(a)-(f) cited in Bundy v. Jackson, supra at 947.


The courts have held that sexually stereotyped insults and demeaning propositions which cause a female anxiety and interfere with her work, are actionable under Title VII as violative of a "condition of employment." Bundy, supra. To establish a claim for a sexually discriminatory environment, the plaintiffs must offer evidence that the working environment is "so heavily polluted with discrimination as to destroy completely the emotional and psychological stability" of its workers. Rogers v. EEOC, 454 F.2d 234, 238 (5th Cir. 1972). However, mere utterances of sexually oriented comments that is neither ignored nor endorsed by the employer is not actionable under Title VII. In Durant v. Owens-Illinois Glass Co., Inc., 517 F.Supp. 710, 725 (D.C.La. 1980)aff'd 656 F.2d 89 (5th Cir. 1981), the court held that occasional verbal harassment by co-workers who have no supervisory authority over plaintiff and who are reprimanded by management after the incidents were reported, does not constitute harassment in violation of Title VII. The Court concludes that the evidence offered does not establish a prima facie case of sexually harassing work environment.

The Court finds that EDG has expunged itself of liability under Title VII and the Equal Pay Act. EDG promulgated its policies and practices of employment decisions under objective criteria. Variations within those practices resulted from legitimate nondiscriminatory reasons. An element of subjectivity

is essentially inevitable in employment decisions; provided that there are demonstrable reasons for the decision, unrelated to sex, subjectivity is permissible. EEOC v. Aetna Ins. Co., supra at 726. The plaintiffs did not offer persuasive evidence that EDG's conduct was pretextual.

From the evidence submitted to the Court, by the parties, exhibits, pleadings and briefs, the Court finds for defendants, EDG Engineering, Inc. and Engineering Design Group, Inc., and against the plaintiffs, Nancy Clark, Nikki Delperdang and Brenda Collins, on all plaintiffs' claims of sexual discrimination under the Equal Pay Act and Title VII.

IT IS SO ORDERED this 25th day of September, 1985.


H. DALE COOK
Chief Judge, U. S. District Court

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 25 1985

BRENDA J. COLLINS, NANCY CLARK,)
and NIKKI DELPERDANG,)

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

Plaintiffs,)

vs.)

No. 82-C-1107-C

EDG ENGINEERING, INC., and)
ENGINEERING DESIGN GROUP, INC.,)

Defendants.)

J U D G M E N T

This action came on for trial before the Court, the issues having been duly tried and a decision having been duly rendered as set forth in the Findings of Fact and Conclusions of Law.

IT IS SO ORDERED AND ADJUDGED that the defendants EDG Engineering, Inc. and Engineering Design Group, Inc. is entitled to judgment over and against the plaintiffs Nancy Clark, Nikki Delperdang and Brenda Collins as to all issues relating to plaintiff's Title VII and Equal Pay Act causes of action.

IT IS SO ORDERED this 25th day of September, 1985.


H. DALE COOK

Chief Judge, U. S. District Court

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 25 1985

**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

CAROLYN INBODY,

Plaintiff,

vs.

Case No. 85-C-741 E

PREFERRED RISK INSURANCE COMPANY,

Defendant.

ORDER OF DISMISSAL

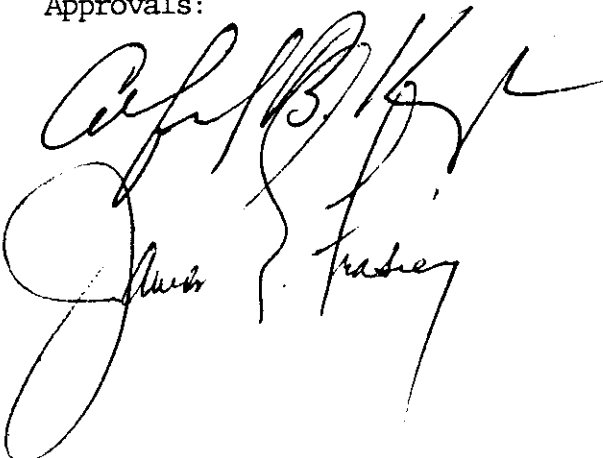
ON This 25th day of September, 1985, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all causes of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiff filed herein against the defendant be and the same hereby is dismissed with prejudice to any future action.

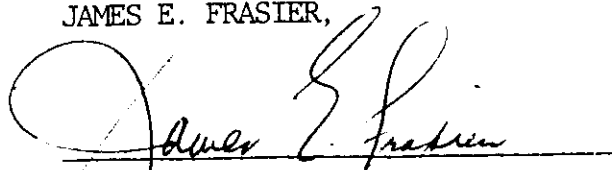
S/ JAMES O. ELLISON

JUDGE, DISTRICT COURT OF THE UNITED
STATES, NORTHERN DISTRICT OF OKLAHOMA

Approvals:

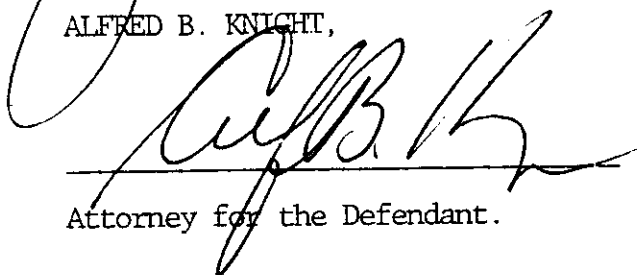
The block contains three handwritten signatures. The top signature is a large, stylized cursive signature, likely of the plaintiff's attorney. Below it are two smaller signatures, one on the left and one on the right, which appear to be the signatures of the defendant's attorney and the court clerk, respectively.

JAMES E. FRASIER,

A large, stylized handwritten signature of James E. Frasier, written in dark ink, positioned above a horizontal line.

Attorney for the Plaintiff,

ALFRED B. KNIGHT,

A large, stylized handwritten signature of Alfred B. Knight, written in dark ink, positioned above a horizontal line.

Attorney for the Defendant.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 25 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

TOMMY L. BENSON,

Plaintiff,

vs.

DR. BARNES, and
NURSE GILLIAM,

Defendants.

No. 85-C-504-B ✓

O R D E R

This matter comes before the Court on Defendants' Motion to Dismiss. For the reasons stated below, the motion is granted.

Plaintiff Tommy L. Benson has sued defendants alleging deprivations of his civil rights under 28 U.S.C. §1983. Plaintiff states that he was diagnosed as having high blood pressure and was put on medication and a restricted salt diet while an inmate in the Missouri prison system. Plaintiff was brought to the Tulsa County jail to face charges in Oklahoma. Plaintiff states that while being held in the Tulsa County jail he was put back on medication to control high blood pressure and put on a restricted salt diet, but that later Dr. Barnes took him off the restricted salt diet. Plaintiff contends that Nurse Gilliam told him it was all right to eat salt and continue taking his blood pressure medicine. Plaintiff contends that these acts violated his constitutional rights in that he was denied a proper diet and denied medical care.

Plaintiff apparently alleges that Defendants' acts violate his constitutional right against cruel and unusual punishment.

In order to prevail on a motion to dismiss, defendants must establish that plaintiff can prove no set of facts in support of his claim which would entitle him to relief. Haines v. Kerner, 404 U.S. 519 (1972). In passing on the motion, the Court should construe the allegations in the complaint in favor of the petitioner, Scheuer v. Rhodes, 416 U.S. 232 (1974), and assume the allegations are true. Gardner v. Toilet Goods Ass'n, 387 U.S. 167 (1957). However, while the court views the complaints in the light most favorable to the plaintiff, the court distinguishes between well-pleaded facts and conclusory allegations. The court disregards unsupported conclusions. Mitchell v. King, 537 F.2d 385, 386 (10th Cir. 1976).

In Estelle v. Gamble, 429 U.S. 97 (1976), the United States Supreme Court noted the government's obligation to provide medical care for those whom it is punishing by incarceration. Id. at 103. The court concluded that "deliberate indifference to serious medical needs of prisoners constitutes the unnecessary and wanton infliction of pain proscribed by the Eighth Amendment." Id. at 104 (citations omitted). However, the court noted this does not mean that every claim by a prisoner that he has not received adequate medical treatment states a violation of the Eighth Amendment. In order to state a claim under §1983, a prisoner must allege acts or omissions sufficiently harmful to evidence deliberate indifference to serious medical needs. Id. at 106.

In the instant case, the allegations in plaintiff's complaint, viewed in the light most favorable to him, do not meet this test. Plaintiff states that while in the Tulsa County jail he was found to need medication for high blood pressure and was put back on a restricted salt diet. This indicates that medical personnel at the jail were giving plaintiff proper medical care. Subsequently, plaintiff's blood pressure was found to have returned to within limits allowing him to return to a normal diet. Plaintiff's disagreement with this diagnosis does not rise to the level of an act or omission "sufficiently harmful to evidence deliberate indifference to serious medical needs." Estelle at 106.

In addition, plaintiff's only complaint with respect to defendant Gilliam is that Gilliam "tried to convince me it was alright to eat salt and still take the pill pressure pill" (sic). This allegation, even when viewed in the light most favorable to plaintiff, simply does not meet the the standard necessary to state a claim upon which relief can be granted.

In addition to money damages, plaintiff has asked this court to order him put back on a salt-free diet, order a complete medical check-up and order proper medical treatment. However, the plaintiff is no longer incarcerated in the Tulsa County jail. Plaintiff is now being held in the Missouri prison system. Thus, plaintiff's request for injunctive relief is now moot. For these reasons, defendants' motion to dismiss is sustained.

IT IS SO ORDERED, this 25th day of September, 1985.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

Entered

FILED

SEP 24 1985

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

WJ
J. L. Silver, Clerk

U. S. DISTRICT COURT

GENERAL DISCOUNT CORPORATION,)

Plaintiff,)

v.)

Case No. 85-C-298-B ✓

PRECISION COMPONENTS, INC.,)

KENNETH L. BARTLEY and)

THOMAS L. BARTLEY,)

Defendants.)


ORDER

This matter comes on before the Court on plaintiff's Motion for Summary Judgment. Defendants have not responded to such Motion. At the status conference held on August 1, 1985, defendants were directed by the Court to respond to plaintiff's summary judgment motion by August 8, 1985. The Court informed the parties that if no response was forthcoming by that date, the Court would sustain such motion. As defendants have confessed the motion, the Court hereby sustains plaintiff's Motion for Summary Judgment wherein plaintiff seeks money judgment against defendants, and each of them, in the amount of \$85,774.12, plus interest accruing from and after June 17, 1985, and costs, and a judgment determining that plaintiff has a first, valid, paramount and superior security interest in and to the collateral referred to in the motion.

The Court will enter judgment consistent herewith on this date.

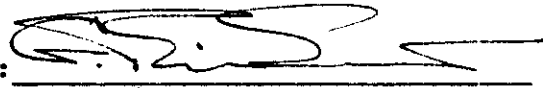
IT IS SO ORDERED.

DATED at Tulsa, Oklahoma, this 24 day of September,
1985.


THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED:

GENERAL DISCOUNT CORPORATION

By: 
G. Blaine Schwabe, III
OBA #8001

Of the Firm:
MOCK, SCHWABE, WALDO, ELDER,
REEVES & BRYANT
A Professional Corporation
Fifteenth Floor
One Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 73102
(405) 235-5500

Attorney for Plaintiff,
General Discount Corporation

00093-22

Centered

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 24 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

GENERAL DISCOUNT CORPORATION,)

Plaintiff,)

v.)

PRECISION COMPONENTS, INC.,)

KENNETH L. BARTLEY and)

THOMAS L. BARTLEY,)

Defendants.)

Case No. 85-C-298-B

JUDGMENT

This matter came on before the Court on the Motion for Summary Judgment of plaintiff, General Discount Corporation, and the motion having been confessed by defendants, and an Order sustaining said Motion for Summary Judgment having been duly entered,

IT IS ORDERED AND ADJUDGED that plaintiff, General Discount Corporation, recover of defendants, Precision Components, Inc., Kenneth L. Bartley and Thomas L. Bartley, and each of them, the sum of \$ 89,505.43, total principal and prejudgment interest, together with 7.91% annual interest thereon hereafter until such time as paid in full, and its costs in this action and attorney fees, provided plaintiff files a verified bill of costs and an application for attorney fees within ten (10) days as re-

quired by Rule 6 of the United States District Court for the Northern District of Oklahoma.

IT IS FURTHER ORDERED AND ADJUDGED that plaintiff, General Discount Corporation, has a first, valid, paramount and superior security interest in and to the collateral described in the security agreement entered into by and between plaintiff and defendant, Precision Components, Inc., on October 1, 1980, to-wit (the "Collateral"):

1 - Used 1979 LC-10 Okuma Turning Center,
Serial #0231, with all attachments and standard accessories;

Said security interest of the plaintiff in and to the Collateral is prior and paramount to any and all claims therein or thereto of defendants; and, that said security interest of plaintiff in and to the Collateral be foreclosed or otherwise enforced in accordance with the aforesaid security agreement and the Oklahoma Uniform Commercial Code.

DATED at Tulsa, Oklahoma this 24 day of September, 1985.

S/ THOMAS R. BRETT

THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

APPROVED:

GENERAL DISCOUNT CORPORATION

By: 

G. Blaine Schwabe, III
OBA #8001

Of the Firm:
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Oklahoma City, Oklahoma 73102
(405) 235-5500

Attorney for Plaintiff,
General Discount Corporation

00093-23

IN THE DISTRICT COURT WITHIN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

UNITED STATES OF OKLAHOMA,

Plaintiff,

vs.

SANDRA K. WHEELER, a/k/a
SANDRA KAY WHEELER, now known
as SANDRA KELLEY, a/k/a
SANDRA KAY KELLEY,
JIM E. KELLEY, a/k/a JAMES
ELVIN KELLEY, and LONNIE D.
ECK, Trustee,

Defendants.

FILED

SEP 24 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO. 84-C-860-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 24 day of September 1985. The Plaintiff appears by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney; the Defendant. Lonnie D. Eck, Trustee appears pro se; and the Defendants, Sandra K. Wheeler, a/k/a Sandra Kay Wheeler, now known as Sandra Kelley, a/k/a Sandra Kay Kelley, and Jim E. Kelley, a/k/a James Elvin Kelley, appear not, but make default.

The Court being fully advised and having examined the file herein finds that Defendant Sandra K. Wheeler, a/k/a Sandra Kay Wheeler, now known as Sandra Kelley, a/k/a Sandra Kay Kelley was served with a copy of Summons and Complaint on February 11, 1985, and with a copy of Summons and Amended Complaint on August 7, 1985; that Defendant Jim E. Kelley, a/k/a James Elvin Kelley

was served with a copy of Summons and Amended Complaint on August 7, 1985, and that Defendant Lonnie D. Eck, Trustee acknowledged receipt of Summons and Amended Complaint on July 22, 1985.

It appears that the defendant, Lonnie D. Eck, Trustee, filed his Disclaimer herein on August 1, 1985, disclaiming any right, title, or interest in the property being foreclosed; and that the Defendants Sandra K. Wheeler, a/k/a Sandra Kay Wheeler, now known as Sandra Kelley, a/k/a Sandra Kay Kelley, and Jim E. Kelley, a/k/a James Elvin Kelley, have failed to answer and their default has been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a certain promissory note and for foreclosure of a real estate mortgage securing said promissory note upon the following described property located in Pawnee County, Oklahoma, within the Northern Judicial District of Oklahoma:

Lot 12, Block 6, Crestview Addition
to the City of Cleveland, Pawnee
County, Oklahoma, according to the
recorded plat thereof, subject,
however, to all valid outstanding
easements, right-of-way, mineral
leases, mineral reservations, and
mineral conveyances of record.

That on October 12, 1982, Sandra K. Wheeler executed and delivered to the United States of America, acting through the Farmers Home Administration, her promissory note in the amount of \$44,000.00, payable in monthly installments, with interest thereon at the rate of 13.125 percent per annum.

That as security for the payment of the above-described note, Sandra K. Wheeler executed and delivered to the United States of America, acting through the Farmers Home Administration, a Real Estate Mortgage dated October 12, 1982, covering the above-described property. Said mortgage was recorded in Book 317, Page 65, in the records of Pawnee County, Oklahoma.

The Court further finds that on October 12, 1982, Sandra K. Wheeler executed and delivered to the United States of America an Interest Credit Agreement. By the terms of this agreement, the Defendant was given credit for interest due under the above-described note.

The Court further finds that Defendant Sandra K. Wheeler, a/k/a Sandra Kay Wheeler, now known as Sandra Kelley, a/k/a Sandra Kay Kelley made default under the terms of the aforesaid promissory note, mortgage, and Interest Credit Agreement, by reason of her failure to make the monthly installments due thereon, which default has continued, and that by reason thereof, the defendant, Sandra K. Wheeler, a/k/a Sandra Kay Wheeler, now known as Sandra Kelley, a/k/a Sandra Kay Kelley, is indebted to the Plaintiff under the promissory note and mortgage in the principal sum of \$43,667.78, plus accrued interest of \$229.96 as of May 22, 1984, plus interest thereafter accruing at the rate of \$1.1964 per day until judgment, and under the Interest Credit Agreement, the sum of \$1,819.12 as of June 12, 1984, plus interest from the date of judgment at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that any homestead interest of the Defendant, Jim E. Kelley, a/k/a James Elvin Kelley, in the property being foreclosed is subject to and inferior to the first mortgage lien of the Plaintiff herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment in rem against Defendant, Sandra K. Wheeler, a/k/a Sandra Kay Wheeler, now known as Sandra Kelley, a/k/a Sandra Kay Kelley in the principal amount of \$43,667.78, plus accrued interest of \$229.96 as of May 22, 1984, plus interest thereafter accruing at the rate of \$1.1964 per day until judgment, plus the amount of \$1,819.12 due under the Interest Credit Agreement as of June 12, 1984, plus interest from the date of judgment at the current legal rate of 7.91 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that upon the failure of said Defendant, Sandra K. Wheeler, a/k/a Sandra Kay Wheeler, now known as Sandra Kelley, a/k/a Sandra Kay Kelley, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell with appraisement the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of the sale of said real property;

Second:

In payment of the judgment rendered here
in favor of the plaintiff.

The surplus from said sale, if any, shall be deposited
with the Clerk of the Court to await further order of the Court.


IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from
and after the sale of the above-described real property, under and
by virtue of this judgment and decree, all of the Defendants and
all persons claiming under them since the filing of the Complaint,
be and they are forever barred and foreclosed of any right, title,
interest or claim in or to the subject real property or any part
thereof.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney


NANCY NESBITT BLEVINS
Assistant United States Attorney

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 24 1985

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JAMES V. DUNCAN,

Defendant.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO. 85-C-192-C

DEFAULT JUDGMENT

This matter comes on for consideration this 24 day
of Sept, 1985, the Plaintiff appearing by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through Peter Bernhardt, Assistant United States
Attorney, and the Defendant, James V. Duncan, appearing not.

The Court being fully advised and having examined the
file herein finds that Defendant, James V. Duncan, was served
with Summons and Complaint on August 30, 1985. The time within
which the Defendant could have answered or otherwise moved as to
the Complaint has expired and has not been extended. The
Defendant has not answered or otherwise moved, and default has
been entered by the Clerk of this Court. Plaintiff is entitled
to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the
Plaintiff have and recover judgment against the Defendant, James
V. Duncan, for the principal sum of \$463.04, plus interest at the
rate of 15.05 percent per annum and administrative costs of \$.61
per month from August 12, 1983, and \$.68 per month from

January 1, 1984, until judgment, plus interest thereafter at the current legal rate of 7 9/11 percent from date of judgment until paid, plus costs of this action.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

Entered

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

TIDWELL INDUSTRIES, INC., and)
WINSTON HOMES, INC.,)
Delaware corporations,)

Plaintiffs,)

vs.)

Case No. 84-C-643-B ✓
84-C-644-B

CHARLES L. PLUMMER; JAMES B.)
McDUFFIE; C. R. McKEAN, and)
JOAN C. McKEAN,)

Defendants,)

and)

GENE PIERCE, d/b/a QUALITY)
MOBILE HOMES and JERRY R.)
HILTZMAN, MARTHA McDUFFIE,)
and TOTAL CONCEPT MANUFAC-)
TURED HOMES, INC.,)

Additional Defendants.)

FILED

SEP 23 1985 *WJ*
Jack C. Silver, Clerk
U. S. DISTRICT COURT

JUDGMENT FOR ATTORNEYS FEES AND COSTS

In keeping with the Findings of Fact and Conclusions of Law entered this date, judgment is hereby entered in favor of plaintiffs, Winston Homes, Inc. and Tidwell Industries, Inc. in the amount of \$23,428.75 for attorneys fees expended and in addition, the amount of \$225.50 costs advanced against the defendants Charles L. Plummer, James B. McDuffie, C. R. McKean, Joan C. McKean, Martha McDuffie, and Total Concept Manufactured Homes, Inc., together with post-judgment interest at the rate of 7.91% per annum.

Dated this 20th day of September, 1985.


THOMAS A. BRETT
U.S. DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 23 1985

DAVID McALLISTER, D.M.D., INC.
an Oklahoma Corporation,
Plaintiff,

VS.

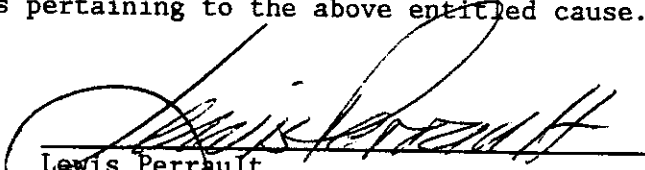
THE COMPUTER PEOPLE, INC.,
a Louisiana Corporation,
Defendant.

CASE NO. 85-C-773-B


JACK D. SILVER, CLERK
U.S. DISTRICT COURT

DISMISSAL WITHOUT PREJUDICE

Comes now the Plaintiff, David McAllister, D.M.D., Inc., and hereby dismisses the above entitled cause without prejudice. The Plaintiff further states that an agreement has been made in which both parties shall bear the burden of their respective attorney fees pertaining to the above entitled cause.


Lewis Perrault
Attorney for Plaintiff
416 West 15th Street
Tulsa, Oklahoma 74119
(918) 583-6194

APPROVED:


William R. Edmison
Attorney for Defendant
Cheyenne Centre
1518 South Cheyenne
Tulsa, Oklahoma 74119
(918) 582-3822

Entered

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 23 1985 *us*

Jack C. Silver, Clerk
U. S. DISTRICT COURT

TIDWELL INDUSTRIES, INC., and)
WINSTON HOMES, INC.,)
Delaware corporations,)
)
Plaintiffs,)

v.)

No. 84-C-643-B ✓
No. 84-C-644-B

CHARLES L. PLUMMER; JAMES B.)
McDUFFIE; C. R. McKEAN, and)
JOAN C. McKEAN,)
)
Defendants,)

and)

GENE PIERCE, d/b/a QUALITY)
MOBILE HOMES and JERRY R.)
HILTZMAN, MARTHA McDUFFIE,)
and TOTAL CONCEPT MANUFAC-)
TURED HOMES, INC.,)

Additional Defendants.)

FINDINGS OF FACT AND CONCLUSIONS
OF LAW RE PLAINTIFFS' APPLICATION
FOR ATTORNEYS FEES

The plaintiffs' application for attorneys fees filed May 10, 1985, came on for hearing, after proper notice, on August 29, 1985. After considering the application, evidence presented and the applicable legal authority, the Court enters the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. The plaintiffs herein are the prevailing party as reflected in the Court's Findings of Fact and Conclusions of Law entered on the 30th day of April, 1985.

2. Plaintiffs employed the law firms of Boone, Smith, Davis & Hurst in Tulsa, Oklahoma and Leitman, Siegal and Payne of Birmingham, Alabama as co-counsel in the pending action.

3. Boone, Smith, Davis & Hurst, through its partner, William C. Kellough, presented an Affidavit and supporting time sheet documentation showing work performed and attorneys fees charged in the amount of \$16,648.75. Upon reviewing the Affidavit and being presented with no counter affidavit, testimony or evidence to the contrary, the Court finds that such fees incurred were reasonable and necessary for the prosecution of plaintiffs' case. Similarly, upon reviewing the affidavit of Andrew P. Campbell on behalf of Leitman, Siegal and Payne, and not seeing any counter affidavit, testimony or evidence to the contrary, the Court finds that the attorneys fees incurred in the amount of \$6,750.00 were reasonable and necessary in assisting local counsel in the prosecution of the plaintiffs' claim. Furthermore, the Court finds that the out-of-pocket expenses in the amount of \$225.50 relating to long distance telephone calls, photocopies, and postage were reasonably incurred.

4. The Court finds that the hourly rate of \$115 per hour for the services of William C. Kellough, \$75 per hour for the services of Paul E. Swain, \$65 per hour for the services of Carol A. Grissom, \$35 per hour for the services of Teresa S. Mienders (law clerk) and \$25 per hour for the services of Kenneth E. Crump (law clerk) are reasonable in the Tulsa legal community.

5. The Court further finds that the hourly rate of \$100 per hour for Andrew P. Campbell, based on his tenure as an attorney in Alabama, is a reasonable fee for his services.

6. The Court further finds that none of the defendants appeared at the hearing or filed any objection to the plaintiffs' motion for attorneys' fees.

CONCLUSIONS OF LAW

1. The Security Agreements introduced by the Plaintiffs as Exhibits 1 and 2 at the trial provide for the award of an attorney's fee and costs in connection with the efforts expended to exercise the secured parties' rights under those agreements. Therefore, the attorneys fee awarded herein is based on a written contract between the plaintiffs, Tidwell Industries, Inc. and Winston Homes, Inc., and primary plaintiff, Total Concept Manufactured Homes, Inc. Furthermore, based on the Court's previous Findings of Fact and Conclusions of Law, defendants, James B. McDuffie, Martha McDuffie, C. R. McKean, Joan C. McKean, and Charles R. Plummer as guarantors, are jointly and severably liable for the award herein.

2. Plaintiffs have requested the attorneys fee award jointly to them without any need by this court to divide or distinguish any portion of the award. Therefore, the award is properly made jointly to co-plaintiffs, Tidwell Industries, Inc. and Winston Homes, Inc.

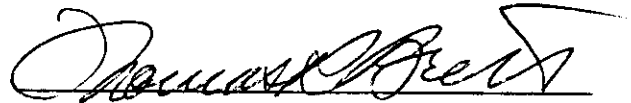
3. Upon reviewing the court file, and hearing the statements of the Court Clerk as to notice, the Court finds that

the defendants were given proper notice of the hearing on plaintiffs' Motion for Attorneys Fees prior to withdrawal of their counsel of record, Morrel & West, Inc. Moreover, the law firm of Morrel & West, Inc. was instructed to communicate notice of such hearing to the defendants in their pro se capacity after withdrawal. Therefore, the Court concludes that requisite elements of due process were observed.

4. The attorneys fees requested and awarded herein are reasonable in light of Ramos v. Lamm, 713 F.2d 546 (10th Cir. 1983), Oliver's Sports Center v. National Standard Insurance Co., 615 P.2d 291 (Okla. 1980), and State ex rel. Burk v. City of Oklahoma City, 598 P.2d 659 (Okla. 1979).

5. A separate Judgment for attorneys fees and expenses shall be entered herewith.

ENTERED this 20th day of September, 1985.



THOMAS R. BRETT
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 23 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,)

Plaintiff,)

vs.)

LARRY K. WOODS,)

Defendant.)

CIVIL ACTION NO. 85-C-469-C

DEFAULT JUDGMENT

This matter comes on for consideration this 20th day of September, 1985, the Plaintiff appearing by Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Peter Bernhardt, Assistant United States Attorney, and the Defendant, Larry K. Woods, appearing not.

The Court being fully advised and having examined the file herein finds that Defendant, Larry K. Woods, was served with Summons and Complaint on July 11, 1985. The time within which the Defendant could have answered or otherwise moved as to the Complaint has expired and has not been extended. The Defendant has not answered or otherwise moved, and default has been entered by the Clerk of this Court. Plaintiff is entitled to Judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover judgment against the Defendant, Larry K. Woods, for the principal sum of \$842.76 as of July, 1983, less the amount of \$50.00 which has been paid, plus interest thereafter at the rate of 4 percent per annum until paid, plus the costs of this action.


UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF OKLAHOMA

HERHAN SAMUEL EDGE, et al.

vs.

WILMAX OIL, INC, et al.

Plaintiff(s)

Defendant(s)

Case No. 84-187-C

84-C-626-C

FILED

MAY 6 1985

LEWIS L. VAUGHN
CLERK, U. S. DISTRICT COURT
DEPUTY CLERK

JUDGMENT DISMISSING ACTION BY REASON
OF SETTLEMENT

The Court has been advised by counsel that this action has been settled, or is in the process of being settled. Therefore, it is not necessary that the action remain upon the calendar of the Court.

IT IS ORDERED that the action is dismissed without prejudice. The Court retains complete jurisdiction to vacate this order and to reopen the action upon cause shown that settlement has not been completed and further litigation is necessary.

IT IS FURTHER ORDERED that the clerk forthwith serve copies of this judgment by United States mail upon the attorneys for the parties appearing in this action.

DATED this 6th day of May,
1985.

I hereby certify that the annexed instrument
is a true and correct copy of the original on
file in my office.

ATTEST:

LEWIS L. VAUGHN
Clerk, U. S. District Court
Eastern District of Oklahoma
By [Signature]
Deputy Clerk
Dated 9/16/85

[Signature]
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 23 1965

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

VIRGIL HOLDING, Individually
and as Administrator of the
Estate of Delbert Wayne
Holding, Deceased,

Plaintiff,

vs.

SPEEDWAY TRANSPORTATION, INC.,
AND GREAT WEST CASUALTY
COMPANY,

Defendants and
Third Party
Plaintiffs,

vs.

VIRGIL HOLDING, Individually
and as Administrator of the
Estate of Delbert Wayne
Holding, Deceased,

Third Party Defendant,

and

VIRGINIA BARNES, individually
and as Administrator of the
Estate of Sammy Lee Riley,
Deceased,

Plaintiff,

vs.

SPEEDWAY TRANSPORTATION,
INC. AND GREAT WEST
CASUALTY COMPANY,

Defendants and
Third Party
Plaintiff,

vs.

VIRGINIA BARNES, Administrator
of the Estate of Sammy Lee
Riley, Deceased,

Third Party Defendant.


No. 84-C-550-E
and 84-C-600-E
(Consolidated) ✓

JUDGMENT

This action came on for jury trial before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff Virginia Barnes recover judgment of the Defendants Speedway Transportation, Inc. and Great West Casualty Company the sum of \$1,250.11 with interest thereon at the rate of 7.91 per cent as provided by law, and his costs of action.

DATED at Tulsa, Oklahoma, this 20th day of September, 1985.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 23 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

VIRGIL HOLDING, Individually
and as Administrator of the
Estate of Delbert Wayne
Holding, Deceased,

Plaintiff,

vs.

SPEEDWAY TRANSPORTATION, INC.,
AND GREAT WEST CASUALTY
COMPANY,

Defendants and
Third Party
Plaintiffs,

vs.

VIRGIL HOLDING, Individually
and as Administrator of the
Estate of Delbert Wayne
Holding, Deceased,

Third Party Defendant,

and

VIRGINIA BARNES, individually
and as Administrator of the
Estate of Sammy Lee Riley,
Deceased,

Plaintiff,

vs.

SPEEDWAY TRANSPORTATION,
INC.. AND GREAT WEST
CASUALTY COMPANY,

Defendants and
Third Party
Plaintiff,

vs.

VIRGINIA BARNES, Administrator
of the Estate of Sammy Lee
Riley, Deceased,

Third Party Defendant.

No. 84-C-550-E
and 84-C-600-E
(Consolidated)

JUDGMENT

This action came on for jury trial before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Defendants Speedway Transportation, Inc. and Great West Casualty Company recover judgment of the Plaintiffs Virgil Holding and Virginia Barnes on the counterclaim in the amount of \$10,625.79 and that Defendants be awarded costs of action.

DATED at Tulsa, Oklahoma, this 20TH day of September, 1985.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 23 1935

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

VIRGIL HOLDING, Individually
and as Administrator of the
Estate of Delbert Wayne
Holding, Deceased,

Plaintiff,

vs.

SPEEDWAY TRANSPORTATION, INC.,
AND GREAT WEST CASUALTY
COMPANY,

Defendants and
Third Party
Plaintiffs,

vs.

VIRGIL HOLDING, Individually
and as Administrator of the
Estate of Delbert Wayne
Holding, Deceased,

Third Party Defendant,

and

VIRGINIA BARNES, individually
and as Administrator of the
Estate of Sammy Lee Riley,
Deceased,

Plaintiff,

vs.

SPEEDWAY TRANSPORTATION,
INC. AND GREAT WEST
CASUALTY COMPANY,

Defendants and
Third Party
Plaintiff,

vs.

VIRGINIA BARNES, Administrator
of the Estate of Sammy Lee
Riley, Deceased,

Third Party Defendant.


No. 84-C-550-E
and 84-C-600-E
(Consolidated)

JUDGMENT

This action came on for jury trial before the Court, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly heard and a decision having been duly rendered,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Plaintiff Virgil Holding recover judgment of the Defendants Speedway Transportation, Inc. and Great West Casualty Company the sum of \$7,655.82, with interest thereon at the rate of 7.91 per cent as provided by law, and his costs of action.

DATED at Tulsa, Oklahoma, this 20TH day of September, 1985.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

Entered

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 20 1985

SAN FRANCISCO-OKLAHOMA PETROLEUM)
EXPLORATION CORPORATION,)

Plaintiff,)

vs.)

CARSTAN OIL COMPANY, INC.)
COURTNEY G. ROGERS,)
an individual, AND WILLIAM R.)
ROGERS, an individual,)

No. 82-C-190-B

CLERK
OF COURT

STIPULATION OF DISMISSAL

COME NOW the Plaintiff and Defendant William R. Rogers,
pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure
and dismiss captioned matter as the Court has entered judgment in
this cause on September 19, 1985, against William R. Rogers,
pursuant to the opinion of the United States Court of Appeals for
the Tenth Circuit of June 26, 1985.

SNEED, LANG, ADAMS,
HAMILTON, DOWNIE & BARNETT

By: 

James C. Lang
Sixth Floor
114 East Eighth Street
Tulsa, Oklahoma 74119
(918) 583-3145

Attorneys for Plaintiff

BAKER, HOSTER, McSPADDEN,
CLARK & RASURE

By: Craig W. Hoster
Craig W. Hoster
One Boston Plaza
20 East Fifth Street
Tulsa, Oklahoma 74103
(918) 592-5555

and

Robert M. Beachy, Esq.
VAN OSDOL, MAGRUDER, ERICKSON
& REDMOND
515 Commerce Bank Building
Kansas City, Missouri 64106

Attorneys for Defendant
William R. Rogers

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 20 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

MARGARET LILLEY,)
)
Plaintiff,)
)
vs.) Case No. 84-C-559-E
)
STATE FARM MUTUAL AUTOMOBILE)
INSURANCE COMPANY,)
)
Defendant.)

OF
STIPULATION FOR DISMISSAL AND DISMISSAL WITH PREJUDICE

COME NOW the Plaintiff and the Defendant pursuant to F.R.C.P. 41(a)(ii) and hereby stipulate that the above entitled and numbered action shall be dismissed with prejudice; inasmuch as, it has been settled.

WHEREFORE, pursuant to the provisions of F.R.C.P. 41(a)(ii), this action is hereby dismissed with prejudice, without order of Court, by stipulation of all parties who have appeared in the action.

717 S. Houston, Suite 400
Tulsa, Oklahoma 74127
(918) 592-3611

MARGARET LILLEY

By: 

Kevin M. Abel
Counsel for Plaintiff

300 Oil Capitol Buiding
507 South Main
Tulsa, Oklahoma 74119
(918) 582-8877

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

By: 

MICHAEL P. ATKINSON
Counsel for Defendant

FILED

SEP 20 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

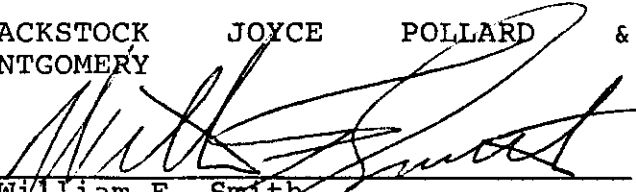
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

GENERAL ELECTRIC COMPANY, a)
New York corporation,)
)
Plaintiff,)
)
vs.)
)
ST. PAUL FIRE AND MARINE)
INSURANCE COMPANY, a Minnesota)
corporation,)
)
Defendant.)

No. 85-C-699-E

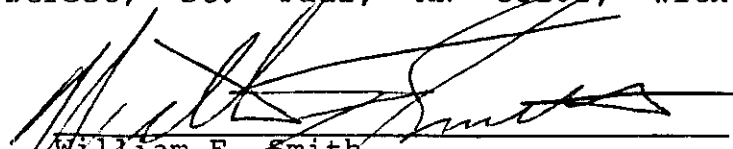
NOTICE OF DISMISSAL

Please take note that plaintiff, General Electric Company, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, hereby dismisses, with prejudice, the above-styled and numbered cause against the defendant, St. Paul Fire and Marine Insurance Company.

BLACKSTOCK JOYCE POLLARD &
MONTGOMERY
By 
William F. Smith
515 S. Main Mall
Tulsa, OK 74103
(918) 585-2751
ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF MAILING

I hereby certify that on this 20th day of September, 1985, I mailed a true and correct copy of the above and foregoing Notice of Dismissal to Herbert Smith, St. Paul Fire and Marine Insurance Company, 385 Washington Street, St. Paul, MN 55102, with sufficient postage thereon.


William F. Smith

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SANGUINE, LTD., an Oklahoma
corporation,

Plaintiff,

vs.

ARKANSAS LOUISIANA GAS
COMPANY, a Delaware
corporation,

Defendant,

No. 84-C-1019-E

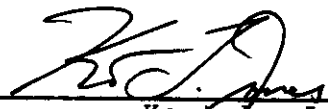
FILED

SEP 20 1985

STIPULATION OF DISMISSAL

Jack C. Silver, Clerk
U. S. DISTRICT COURT

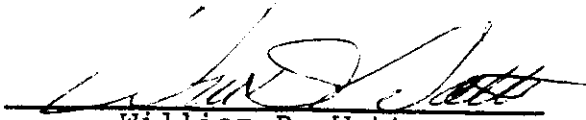
Pursuant to Rule 41(a)(1) Fed. R. Civ. P. the
undersigned parties, being all parties who have appeared in this
action, hereby stipulate that this action should be dismissed
with prejudice.



Kent L. Jones
-of-

HALL ESTILL HARDWICK GABLE
COLLINGSWORTH & NELSON, INC.
4100 Bank of Oklahoma Tower
One Williams Center
Tulsa, Oklahoma 74172
(918) 588-3938

ATTORNEYS FOR PLAINTIFF
SANGUINE, LTD.



William D. Watts

of-

ANDREWS DAVIS LEGG BIXLER
MILSTEN & MURRAH
500 West Main
Oklahoma City, Oklahoma 73102
(405) 272-9241

ATTORNEYS FOR DEFENDANT
ARKANSAS LOUISIANA GAS COMPANY

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 20 1985

UNITED STATES OF AMERICA,

Plaintiff,

vs.

KENNETH W. WATKINS,

Defendant.

CIVIL ACTION NO. 85-C-764-E

NOTICE OF DISMISSAL

COMES NOW the United States of America by
Layn R. Phillips, United States Attorney for the Northern
District of Oklahoma, Plaintiff herein, through Peter Bernhardt,
Assistant United States Attorney, and hereby gives notice of its
dismissal, pursuant to Rule 41, Federal Rules of Civil Procedure,
of this action without prejudice.

Dated this 20th day of September, 1985.

UNITED STATES OF AMERICA

LAYN R. PHILLIPS
United States Attorney

PETER BERNHARDT
Assistant United States Attorney
460 U.S. Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

CERTIFICATE OF SERVICE

This is to certify that on the 20th day of September,
1985, a true and correct copy of the foregoing was mailed,
postage prepaid thereon, to: Kenneth W. Watkins, 7413 East 1st
Street, Tulsa, Oklahoma.

Assistant United States Attorney

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

LOCAL 798 OF THE UNITED ASSOCIATION OF
JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF
THE U.S. AND CANADA, AFL-CIO; PIPE
LINE CONTRACTORS ASSOCIATION, et al.,

Defendants.

CIVIL ACTION NO.
84-C-730-C ✓

FILED

SEP 19 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER

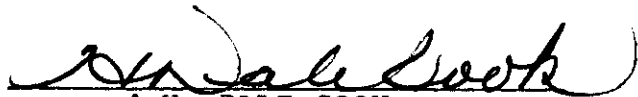
Upon motion by plaintiff Equal Employment Opportunity Commission and presentation of an amendment to the Complaint in this cause, which amendment has for its purpose and effect the elimination of Robert O. Nelson Construction Company, Inc., Mueller Pipeliners, Inc. and Johnson Bros. Corporation as defendants; and, because the above defendants and the EEOC have agreed by stipulation that said defendants will,

- a. Waive any claims to interest they may have
in this action under Fed.R.Civ.P. 19(a)(2);
and,
- b. Not object to any relief ordered by this Court
in this action;

**NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.**

and for good cause shown, it is hereby ordered that defendants Nelson, Mueller & Johnson are dismissed without prejudice and that said amendment be allowed and the agreed upon stipulation is hereby approved; the Complaint heretofore filed shall stand amended by the elimination of Robert O. Nelson Construction Company, Inc., Mueller Pipeliners, Inc., and Johnson Bros. Corporation as defendants.

Done and signed this 19th day of Sept.,
1985 at Tulsa Oklahoma.



H. DALE COOK

UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 19 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

VEOLA NASH and LEON NASH,)	
)	
Plaintiffs,)	
)	
v.)	No. 85-C-771-E
)	
)	
NISSAN MOTOR COMPANY, LTD.,)	
)	
)	
Defendant.)	

ORDER

For good cause shown and pursuant to Rule 14(a) of
the Local Rules for the Northern District of Oklahoma, this
case is dismissed with(out) prejudice.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT COURT JUDGE
James O. Ellison

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Plaintiff,

v.

LOCAL 798 OF THE UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF
THE U.S. AND CANADA, AFL-CIO; PIPE
LINE CONTRACTORS ASSOCIATION, et al.,

Defendants.

CIVIL ACTION NO. ☒
84-C-730-C

FILED

SEP 19 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER

Upon motion by plaintiff Equal Employment Opportunity Commission and presentation of an amendment to the Complaint in this cause, which amendment has for its purpose and effect the elimination of Universal Pipeline Constructors, Inc. as a defendant; and, because the above defendant and the EEOC have agreed by stipulation that said defendant will,

- a. Waive any claim to interest it may have in this action under Fed.R.Civ.P. 19(a)(2);
- b. Not object to any relief ordered by this Court in this action; and,

NOTE: THIS ORDER IS TO BE MAILED BY MOVANT TO ALL COUNSEL AND PRO SE LITIGANTS IMMEDIATELY UPON RECEIPT.

c. Agree that the EEOC may reinstitute the complaint against Universal and withdraw the stipulation of dismissal in the event Universal is not dissolved as promised (by October 1, 1985);

and for good cause shown, it is hereby ordered that defendant Universal Pipeline Constructors, Inc. is dismissed without prejudice and that said amendment be allowed and the agreed upon stipulation is hereby approved; the Complaint heretofore filed shall stand amended by the elimination of Universal Pipeline Constructors, Inc. as a defendant.

Done and signed this 19th day of Sept. 1985 at Tulsa Oklahoma.


H. DALE COOK
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

-v-

LOCAL 798 OF THE UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF
THE U.S. AND CANADA, AFL-CIO; PIPE
LINE CONTRACTORS ASSOCIATION, et al.,

Defendants.

CIVIL ACTION NO.
84-C-730-C ✓

FILED

SEP 19 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER


Upon motion by plaintiff Equal Employment Opportunity Commission and presentation of an amendment to the Complaint in this cause, which amendment has for its purpose and effect the elimination of Panama-Williams, Inc., Land Contracting Corporation and Kinco, Inc. as defendants; and, because the above defendants and the EEOC have agreed by stipulation that said defendants will,

- a. Waive any claims to interest they may have in this action under Fed.R.Civ.P. 19(a)(2); and,
- b. Not object to any relief ordered by this Court in this action;

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

and for good cause shown, it is hereby ordered that defendants Panama-Williams, Inc. Land Contracting Corporation and Kimco, Inc. are dismissed without prejudice and that said amendment be allowed and the agreed upon stipulation is hereby approved; the complaint heretofore filed shall stand amended by the elimination of Panama-Williams, Inc., Land Contracting Corporation and Kimco, Inc. as defendants.

Done and signed this *19* day of *Sept*, 1985 at Tulsa, Oklahoma.


H. DALE COOK
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 19 1985

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

-v-

LOCAL 798 OF THE UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF
THE U.S. AND CANADA, AFL-CIO; PIPE
LINE CONTRACTORS ASSOCIATION, et al.,

Defendants.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO.
84-C-730-C

ORDER

Upon motion by plaintiff Equal Employment Opportunity Commission and presentation of an amendment to the Complaint in this cause, which amendment has for its purpose and effect the elimination of Nuclear Installation Services Company, Tarlton Corporation and Staid Pipeline, Inc. as defendants; and, because the above defendants and the EEOC have agreed by stipulation that said defendants will,

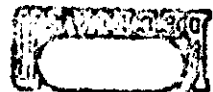
- a. Waive any claims to interest they may have in this action under Fed.R.Civ. P.19(a)(2); and,
- b. Not object to any relief ordered by this Court in this action;

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

and for good cause shown, it is hereby ordered that defendants Nuclear, Tarlton and Staid are dismissed without prejudice and that said amendment be allowed and the agreed upon stipulation is hereby approved; the Complaint heretofore filed shall stand amended by the elimination of Nuclear Services Company, Tarlton Corporation and Staid Pipeline, Inc. as defendants.

Done and signed this *19* day of *Sept*, 1985 at Tulsa, Oklahoma.


H. DALE COOK
UNITED STATES DISTRICT JUDGE



UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED
SEP 19 1985
Jack C. Silver, Clerk
U. S. DISTRICT COURT

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

-v-

LOCAL 798 OF THE UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF
THE U.S. AND CANADA, AFL-CIO: PIPE
LINE CONTRACTORS ASSOCIATION, et al.,

Defendants

CIVIL ACTION NO.
84-C-730-C ✓

ORDER

Upon motion by plaintiff Equal Employment Opportunity Commission and presentation of an amendment to the complaint in this cause, which amendment has for its sole purpose and effect the elimination of Horizontal Holes, Inc. and National Mechanical Contractors, Inc. as defendants, and for good cause shown, it is hereby ordered that said amendment be allowed and the complaint heretofore filed shall stand amended by the elimination of Horizontal Holes, Inc. and National Mechanical Contractors, Inc. as defendants.

Done and signed this 19th day of Sept, 1985 at Tulsa, Oklahoma.

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.


H. DALE COOK
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 19 1985 *pt*

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

-v-

LOCAL 798 OF THE UNITED ASSOCIATION
OF JOURNEYMEN AND APPRENTICES OF THE
PLUMBING AND PIPE FITTING INDUSTRY OF
THE U.S. AND CANADA, AFL-CIO; PIPE
LINE CONTRACTORS ASSOCIATION, et al.,

Defendants.

**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

CIVIL ACTION NO.
✓ 84-C-730-C

ORDER

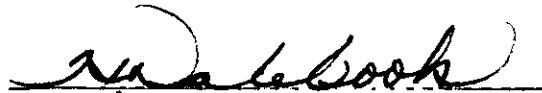
Upon motion by plaintiff Equal Employment Opportunity Commission and presentation of an amendment to the Complaint in this cause, which amendment has for its purpose and effect the elimination of Macco Constructors, Inc., O.K. Boiler and McCartin McAuliffe Mechanical Contractors, Inc., as defendants; and, because the above defendants and the EEOC have agreed by stipulation that said defendants will,

- a. Waive any claims to interest they may have in this action under Fed.R.Civ. P.19(a)(2); and,
- b. Not object to any relief ordered by this Court in this action;

**NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY,
UPON RECEIPT.**

and for good cause shown, it is hereby ordered that defendants Macco, O.K. Boiler and McCartin are dismissed without prejudice and that said amendment be allowed and the agreed upon stipulation is hereby approved; the Complaint heretofore filed shall stand amended by the elimination of Macco Constructors, Inc., O.K. Boiler and McCartin McAuliffe Mechanical Contractors, Inc. as defendants.

Done and signed this day of , 1985 at Tulsa,
Oklahoma.


H. DALE COOK
UNITED STATES DISTRICT JUDGE

SEP 19 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

Case No. : 84-C-318-E

S/ JAMES O. ELLISON

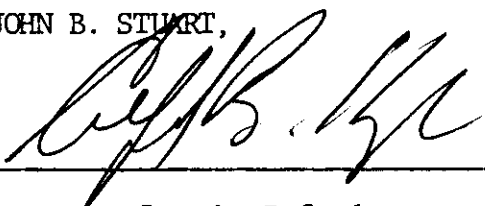
Approvals:

STEVEN R. HICKMAN,



Attorney for the Plaintiff,

JOHN B. STUART,



Attorney for the Defendant.

SEP 19 1985

JACK D. SILVER, CLERK
U.S. DISTRICT COURT

CIVIL ACTION NO. 85-C-555-E

The Plaintiff, United States of America, would further show that the Defendant is indebted to it for the amounts shown in the accompanying Affidavit, and that Plaintiff is entitled to judgment in those amounts as a matter of law.

WHEREFORE, Plaintiff prays that the Court enter default judgment against the Defendant, Wayne A. Denny, pursuant to Rule 55(b)(2) of the Rules of Civil Procedure for the amounts shown in the accompanying Affidavit, and the costs of this action.

UNITED STATES OF AMERICA .

LAYN R. PHILLIPS
United States Attorney

PETER BERNHARDT
Assistant United States Attorney
3600 United States Courthouse
Tulsa, Oklahoma 74103
(918) 581-7463

FILED

SEP 18 1995

JOHN S. OLIVER, CLERK
DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

IVA LORENE LOWE and
CHARLES DWAYNE LOWE,

Plaintiffs,

-vs-

No. 84-C-13-C

FIBREBOARD CORPORATION;
JOHNS-MANVILLE SALES
CORPORATION; OWENS-CORNING
FIBERGLASS CORPORATION;
EAGLE-PICHER INDUSTRIES,
INC.; PITTSBURG-CORNING
CORPORATION; CELOTEX
CORPORATION; GAF CORPORATION;
ARMSTRONG CORK COMPANY;
STANDARD ASBESTOS MANUFACTURING
& INSULATING COMPANY; NICOLET
INDUSTRIES, INC.; KEENE
CORPORATION; COMBUSTION
ENGINEERING, INC.; FORTY-EIGHT
INSULATION, INC.; RYDER INDUSTRIES,
INC.; OWENS-ILLINOIS, INC.;
RAYMARK INDUSTRIES, INC.;
FLINTKOTE COMPANY; ROCK WOOL
MANUFACTURING COMPANY; H. B.
FULLER COMPANY; UNARCO INDUSTRIES,
INC.; H. K. PORTER COMPANY, and
NATIONAL GYPSUM CO.,

Defendants.

ORDER OF DISMISSAL

For good cause shown and upon Motion of the plaintiffs
herein, the above-styled and numbered action is hereby

dismissed as to defendant, H. K. Porter Company, Inc., with prejudice toward the bringing of any further action.

(Signed) H. Dale Cook

UNITED STATES DISTRICT JUDGE

APPROVED:



Mark H. Iola

P. O. Box 2099

Tulsa, OK 74101

Attorney for Plaintiffs

PIERCE COUCH HENDRICKSON
JOHNSTON & BAYSINGER



Gerald P. Green

Frances E. Patton

P. O. Box 26350

Oklahoma City, OK 73126

405/235-1611

Attorney for Defendant,
H. K. Porter Company, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 18 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ROY D. QUICK,)
)
Plaintiff,)
)
vs.)
)
GEORGE SHAMPINE, O.C. RUSH,)
DR. M. A. THOMAS and)
SHERIFF INGRAM,)
)
Defendants.)

No. 83-C-612-E

ORDER OF DISMISSAL

Now on this 17th day of Sept, 1985, there came on for consideration before the undersigned Judge of the United States District Court for the Northern District of Oklahoma, stipulation of the parties hereto of dismissal of Dr. M. A. Thomas, parties hereto having advised the court that all disputes between Dr. M. A. Thomas and plaintiff have been settled.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the above-styled cause be and the same is hereby dismissed with prejudice to the right of the plaintiff to bring any future action against Dr. M. A. Thomas arising from said cause of action.

S/ JAMES O. ELLISON

United States District Judge

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

RUBY BRUMLEY, ADMINISTRATRIX of the
Estate of HARLEY BAKER, deceased,

Plaintiff,

vs.

FRAN THURMAN, individually and as
Tulsa County Sheriff, et al.,

Defendants.

Case No.: 84-C-52-B

FILED

SEP 18 1985

WILLIAM D. STANLEY, CLERK
U.S. DISTRICT COURT

ORDER OF DISMISSAL

ON This 18th day of September, 1985 upon the
written application of the parties for a Dismissal with Prejudice of the Complaint
and all causes of action, the Court having examined said application, finds that
said parties have entered into a compromise settlement covering all claims involved
in the Complaint and have requested the Court to dismiss said Complaint with
prejudice to any future action, and the Court being fully advised in the premises,
finds that said Complaint should be dismissed pursuant to said application.

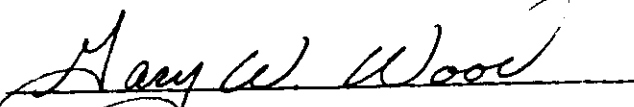
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that
the Complaint and all causes of action of the plaintiff filed herein against
the defendant be and the same hereby is dismissed with prejudice to any future
action.

S/ THOMAS R. BRETT

JUDGE, DISTRICT COURT OF THE UNITED
STATES, NORTHERN DISTRICT OF OKLAHOMA

Approvals:

GARY W. WOOD or KAY HOOVER,

A handwritten signature in cursive script, appearing to read "Gary W. Wood", is written over a horizontal line.

Attorneys for the Plaintiff,

ALFRED B. KNIGHT,

Attorney for the Defendants.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 18 1985

SUSAN JANE FIELDS AND
MARC FIELDS,

Plaintiffs,

vs.

NORMAN THEODORE ENMEIER,

Defendant.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

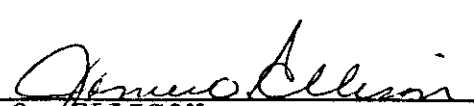
No. 84-C-672-E
AND 84-C-673-E
(Consolidated)

JUDGMENT

This action came on for trial before the Court and a jury, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly tried and the jury having rendered its verdict,

IT IS ORDERED AND ADJUDGED that the Plaintiffs Susan Jane Fields and Marc Fields recover of the Defendant Norman Theodore Enmeier the sum of \$7,710.40 with interest thereon at the rate of 7.91% as provided by law, and their costs of action.

DATED at Tulsa, Oklahoma this 17th day of September, 1985.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 18 1985

DONALD WAYNE WILLIAMS,

Plaintiff,

vs.

CITY OF TULSA - POLICE
DEPARTMENT, et al.,

Defendants.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

No. 84-C-706-E

C R D E R

UPON application of the Plaintiff to dismiss without prejudice, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, and good cause having been shown therefore,

IT IS HEREBY ORDERED that this action be dismissed against all Defendants without prejudice.

ORDERED this 17th day of Sept, 1985.



JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 18 1985

SUSAN JANE FIELDS AND
MARC FIELDS,

Plaintiffs,

vs.

NORMAN THEODORE ENMEIER,

Defendant.

Jack C. Silver, Clerk
U. S. DISTRICT COURT


No. 84-C-672-E
AND 84-C-673-E
(Consolidated)

JUDGMENT

This action came on for trial before the Court and a jury, Honorable James O. Ellison, District Judge, presiding, and the issues having been duly tried and the jury having rendered its verdict,

IT IS ORDERED AND ADJUDGED that the Plaintiffs Susan Jane Fields and Marc Fields recover of the Defendant Norman Theodore Enmeier the sum of \$7,710.40 with interest thereon at the rate of 7.91% as provided by law, and their costs of action.

DATED at Tulsa, Oklahoma this 17th day of September, 1985.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 18 1985

LARRY BEAVERS d/b/a
FUNERAL ADVISORY COUNSEL,

Plaintiff,

v.

VERNON JACKSON, JR. d/b/a
COLLINSVILLE FUNERAL HOME,

Defendant.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

Case No. 85-C-521-E

CONSENT JUDGMENT

The parties having reached a settlement in this case,
and having agreed to the entry of the following judgment, it is
HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court has jurisdiction of the subject matter
and of all parties to the case.
2. The Plaintiff is the owner of all substantial rights
of the copyright in and to certain ads for use by funeral homes
and Registration No. VAu 44-157, issued by the United States
Copyright Office covering said ads.
3. Plaintiff's right to copyright and said Registration
No. VAu 44-157 are valid.
4. The Defendant, VERNON JACKSON, JR. d/b/a
COLLINSVILLE FUNERAL HOME, has infringed Plaintiff's copyright.
5. The Defendant, VERNON JACKSON, JR., his agents,
servants, employees, attorneys and all of those in active concert

or participation with him who receive actual notice of this judgment by personal service or otherwise, are enjoined until expiration of said copyright Registration No. VAu 44-157 from infringing said copyright by making copies of any of the copyrighted ads.

6. All other claims and counterclaims of the parties are dismissed with prejudice.

7. Each party shall bear its own costs and attorney fees.

8. This judgment is final.

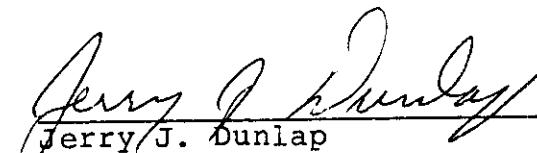
9-17-85

Date


S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

Entry consented to by the Plaintiff by its attorney:


Jerry J. Dunlap
DUNLAP, CODDING & PETERSON
420 One Benham Place
9400 North Broadway
Oklahoma City, Oklahoma 73114
(405) 478-5344

Entry consented to by the Defendant by its attorney:


Scott Keith
1515 South Denver Ave.
Tulsa, Oklahoma 74119
(918) 599-8118

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 13 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

PHOENIX FEDERAL SAVINGS AND
LOAN ASSOCIATION,

Plaintiff,

vs.

WALTER C. GRAY and
BEAR'S DEN, INC.,

Defendants.

No. 85-C-707-C

O R D E R

Now before the Court for its consideration is the motion of the defendant, Walter C. Gray, to dismiss Bear's Den, Inc. as a party defendant and the motion of the plaintiff, Phoenix Federal Savings and Loan Association, to remand the case to state court.

The original petition in this action was filed in state court on May 23, 1985, at which time Bear's Den, Inc. was not made a party defendant. The petition was amended and filed on July 10, 1985, with the corporation being made a party defendant. Defendant, Walter Gray, alleges that the only explanation for the joinder of Bear's Den as a defendant was the result of conversation between counsel for the defendant Gray and counsel for the plaintiff that Gray intended to remove the proceeding to Federal Court. It was shortly thereafter that the amended petition was filed in state court.

Defendant Bear's Den, through its president John Bear, has

filed an affidavit and disclaimer in this action which states that it has no interest and claims no interest in the subject matter of this action. Defendant Bear's Den attached a copy of an Assignment of Mortgage of Real Estate, which evidences Bear's Den has assigned any interest in the subject matter of this lawsuit to the plaintiff. This assignment was perfected on April 16, 1985, three months prior to the filing of the petition for removal herein.

Defendant Gray asserts that the motion to remand should not be granted for the reason that Bear's Den, Inc., an Oklahoma corporation, whose joinder in removal would defeat diversity jurisdiction, is not a party in interest and was improperly joined in the state court pleading.


Plaintiff, Phoenix Federal, filed no responsive pleading to Gray's motion to dismiss Bear's Den. Rather plaintiff filed its motion to remand alleging the Court lacks diversity jurisdiction.

The Court finds defendant, Bear's Den, is claiming no interest in the subject matter of this lawsuit and that its joinder was improper and solely for the purpose of defeating removal by defendant to federal court. An improperly joined party is not required to join in the removal petition. McCurtain City Production Corp. v. Cowett, 482 F.Supp. 809, 813 (W.D. Okla. 1978). Misjoinder of parties can be remedied by the Court at any stage of the action under Rule 23 F.R.Cv.P.

Therefore it is the Order of the Court, that the motion of the defendant, Walter C. Gray, to dismiss defendant Bear's Den,

Inc. as a party defendant is hereby granted. Further, the motion of the plaintiff, Phoenix Federal Savings and Loan Association, to remand to state court is hereby denied.

IT IS SO ORDERED this 13th day of September, 1985.


H. DALE COOK
Chief Judge, U. S. District Court

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

SEP 13 1985

UNITED STATES OF AMERICA,

Plaintiff,

vs.

WILLIAM SATTERFIELD, JOHNNIE
L. SATTERFIELD, SECURITY BANK
WILLARD L. BRACKEEN,

Defendants.

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

No. 85-C-176-C

O R D E R

Now before the Court for its consideration is the motion of plaintiff, United States of America, for summary judgment filed on August 21, 1985. The Court has no record of a response to this motion from William Satterfield and Johnnie Satterfield. Rule 14(a) of the local Rules of the United States District Court for the Northern District of Oklahoma provides as follows:


(a) Briefs. Each motion, application and objection filed shall set out the specific point or points upon which the motion is brought and shall be accompanied by a concise brief. Memoranda in opposition to such motion and objection shall be filed within ten (10) days after the filing of the motion or objection, and any reply memoranda shall be filed within ten (10) days thereafter. Failure to comply with this paragraph will constitute waiver of objection by the party not complying, and such failure to comply will constitute a confession of the matters raised by such pleadings.

Therefore, in that defendants, William Satterfield and Johnnie Satterfield, have failed to comply with local Rule 14(a) and no responsive pleading has been filed to date herein, the Court concludes that these two defendants have waived any

objection to said motion and have confessed the matters contained therein.

Accordingly, it is the Order of the Court that plaintiff's motion for summary judgment should be and hereby is granted.

IT IS SO ORDERED this 13 day of September, 1985.


H. DALE COOK
Chief Judge, U. S. District Court

FILED

IN THE UNITED STATES DISTRICT COURT SEP 13 1985
FOR THE DISTRICT OF OKLAHOMA

Jack C. Silver, Clerk
U. S. DISTRICT COURT

BELIEVERS FAMILY FELLOWSHIP,)
Tulsa, Oklahoma; GLENN ELLIS,)
Pastor, Believers Family)
Fellowship; RHONDA BOTTS;)
JOHN BROWN; BRUCE DAVIS;)

Plaintiffs,)

v.)

OKLAHOMA STATE DEPARTMENT OF)
HUMAN SERVICES; ROBERT FULTON,)
in his capacity as Director of)
the Oklahoma State Department)
of Human Services; DAVID MOSS,)
in his official capacity as)
District Attorney of Tulsa)
County, Oklahoma, and)
individually; MARK LYONS in)
his official capacity as)
Assistant District Attorney of)
Tulsa County, Oklahoma, and)
individually; GARY BOERGERMAN)
in his official capacity as)
police officer for the City of)
Tulsa County, Oklahoma, and)
individually; TOM HUNTER, in)
his official capacity as a)
police officer for the City of)
Tulsa, Tulsa County, Oklahoma,)
and individually; CAREY MILLER,)
in her official capacity as an)
employee and agent of Licensing)
Service Unit for Child Care)
Facilities of the Department of)
Institutions, Social and)
Rehabilitative Services of)
Oklahoma Department of Human)
Services, and individually;)
CAROL PELT, in her official)
capacity as an employee and)
agent of Licensing Service Unit)
for Child Care Facilities of)
the Department of Institutions,)
Social and Rehabilitative)
Services of Oklahoma Department)
of Human Services, and)
individually; DAN HONEYMAN, in)
his official capacity as an)
agent and employee of the)
Health Department and)
individually; DEWAYNE SMITH,)

CIVIL ACTION NO. 85-C-743-C

NOTICE OF DISMISSAL

Certain As only

in his official capacity as an)
agent and employee of the)
Health Department and)
individually; MIKE AULT, in)
his official capacity as a)
detective in the Juvenile)
Division of the Police)
Department of the City of Tulsa,)
Tulsa County, Oklahoma, and)
individually; and TOM ALEXANDER,)
in his official capacity as a)
detective in the Juvenile)
Division of the Police)
Department of the City of Tulsa,)
Tulsa County, Oklahoma, and)
individually;)
Defendants.)
_____)

COMES NOW Plaintiffs, and it appears that the following named Defendants have been served with process but have filed no answer or motion for summary judgement and no other named Defendant has filed an answer or motion for summary judgement to the complaint filed herein, hereby give notice of Plaintiffs' voluntary dismissal of this action without prejudice as the following Defendants:

GARY BOERGERMAN; TOM HUNTER; MIKE AULT; TOM ALEXANDER.

Dated: September 11, 1985.

ALBERT F. CUNNINGHAM

ALBERT F. CUNNINGHAM
Attorney at Law
1322 Court Street, #7
P.O. Box 190
Redding, CA 96099-0190

ROBERT FLYNN
Attorney at Law
1717 E. 15th Street
Tulsa, Oklahoma 74104

IN THE UNITED STATES DISTRICT COURT **FILED**
FOR THE NORTHERN DISTRICT OF OKLAHOMA **OPEN COURT**

SEP 13 1985

LOYD D. COOK,)
)
Plaintiff,)
)
vs.) No. 84-C-915 E
)
THE MONARCH INSURANCE COMPANY)
OF OHIO, a foreign insurance)
corporation, et al.)
)
Defendants.)

John C. Silver, Clerk
U.S. District Court

ORDER OF DISMISSAL

On Motion filed herein by Defendant The Monarch Insurance Company of Ohio, and having heard the arguments of counsel and considered the authorities submitted, and being fully advised in the premises, the Court finds that Plaintiff Loyd D. Cook has repeatedly failed to appear for discovery though duly noticed, has failed to comply with the Order of this Court of June 14, 1985 to employ counsel or enter his appearance pro se within twenty (20) days, has failed to take any action, respond to this Motion, or otherwise prosecute this case, and that Plaintiff's Petition and cause of action removed to this Court herein should be dismissed.

IT IS THEREFORE ORDERED that Plaintiff's Petition and cause of action removed to this Court herein be, and it hereby is, dismissed and Court costs assessed against Plaintiff.

Ordered this 13th day of September, 1985.

W. James C. Ellison
United States District Court Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 13 1985

TOOL CENTER, INC.,
Plaintiff,

vs.

TUBE TOOLS, INC.,
Defendant.

)
)
)
)
)
)
)
)
)
)

No. 84-C-846-C

JACK C. SOWER, CLERK
U.S. DISTRICT COURT

DISMISSAL

COMES NOW the Plaintiff and hereby dismisses the above cause
with prejudice.

Dated this 13th day of September ~~August~~ 1985.

GASAWAY & GREEN, P.A.

by David E. O'Meilia

David E. O'Meilia #6779
Don E. Gasaway #3276
PO Box 14070
Tulsa, Oklahoma 74159
(918) 742-0548

CERTIFICATE OF MAILING

I, David E. O'Meilia, do hereby certify that I mailed
a true and correct copy of the above and foregoing instrument
in the U. S. Mail, postage prepaid, to: James M. Love,
111 W. Fifth, Suite 1000, Tulsa, OK., 74103, on this 13 day of
September, 1985.

DAVID E. O'MEILIA

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

GEORGE THOMAS PITNER and NELDA)
GENE PITNER, husband and wife,)

Plaintiffs,)

-vs-)

FIBREBOARD CORPORATION,)
et al.,)

Defendants.)

NO. C-84-284-E

FILED

SEP 12 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

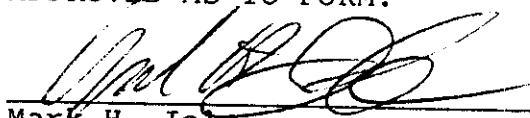
O R D E R

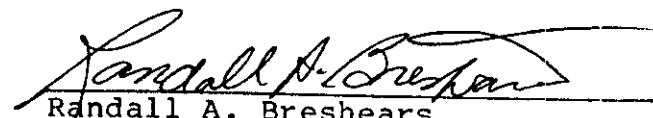
Now on this 12th day of Sept, 1985, the
above styled and numbered cause coming on for hearing before the
undersigned Judge of the United States District Court in and for
the Northern District of Oklahoma, upon plaintiffs' Motion for
Dismissal of defendant, Pittsburgh Corning Corporation, and the
Court having examined the pleadings and being well and fully
advised in the premises, is of the opinion that said cause should
be dismissed with prejudice as to defendant, Pittsburgh Corning
Corporation.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:


Mark H. Iola
Attorney for Plaintiffs


Randall A. Breshears
Attorney for Defendant,
Pittsburgh Corning Corporation

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

HESTON OIL COMPANY,

Plaintiff,

vs.

WILLIAM LLOYD WALSH, et al.,

Defendants.

No. 82-C-1100-E ✓

FILED

SEP 12 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT


O R D E R

NOW on this 12th day of September, 1985 comes on for hearing the above styled case and the Court, being fully advised in the premises finds:

The Court has reviewed motion for new trial and response thereto and finds the same shall be denied. Defendant primarily takes exception to the accounting allocation made by the Court and with Findings of Fact and Conclusions of Law which are based upon evidentiary matters previously addressed through the course of trial. The Court sees no grounds to reassess prior rulings.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant's motion for new trial be and is hereby denied.

ORDERED this 12th day of September, 1985.


JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

In the Matter of the)

PETITION of Richard)
Heinzelmann, CITGO Petroleum)
Corporation and Cities Service)
Oil and Gas Corporation TO)
QUASH Department of Energy)
SUBPOENA ISSUED JULY 9, 1985.)

CASE NO. 85-C-749-E

O R D E R

NOW on this 11th day of September, 1985, this matter comes on for hearing and the Court, being fully advised in the premises finds:

The application of Petitioners to dismiss this action be and is hereby granted, and this action is hereby ordered dismissed.

It is so ORDERED.

S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

JOHN BROWN AUTOMATION, INC.,)
formerly known as Wickman)
Machine Tools, Inc., a)
Delaware corporation,)
)
Plaintiff,)
)
v.)
)
CRUDGINGTON-OKLAHOMA MACHINE)
TOOLS, INC., an Oklahoma)
corporation,)
)
Defendant.)

No. 85-C-395-E

FILED
SEP 12 1985
Jack C. Silver, Clerk
U. S. DISTRICT COURT


JUDGMENT


This action having been commenced on April 18, 1985, and the defendant Crudgington-Oklahoma Machine Tools, Inc., an Oklahoma corporation, having appeared through counsel, and said defendant having offered in writing to allow plaintiff to take judgment against it in the sum of \$67,334.32 with interest thereon from November 1, 1984, at Texas Commerce Bank, Dallas, Texas, prime rate until paid, costs accrued to August 5, 1985, and reasonable attorney fees incurred to August 5, 1985, to be set by the Court and taxed as costs pursuant to 12 O.S. §936. The offer of judgment was accepted by plaintiff within ten days after service of the offer of judgment; now at the request of plaintiff's counsel

IT IS ADJUDGED that plaintiff recover from defendant Crudgington-Oklahoma Machine Tools, Inc. the sum of \$67,334.32 with interest thereon from November 1, 1984, at Texas Commerce

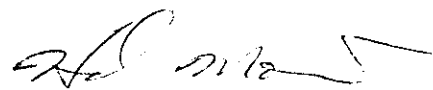
Bank of Dallas, Texas, prime rate until paid, costs of this action accrued to August 5, 1985, and reasonable attorney fees incurred to August 5, 1985, to be set by the Court and taxed as costs pursuant to 12 O.S. §936.

MADE AND ENTERED this 12th day of Sept.,
1985.


U. S. District Judge


John B. Heatly
Fellers, Snider, Blankenship,
Bailey & Tippens
2400 First National Center
Oklahoma City, Oklahoma 73102
(405) 232-0621

Attorney for Plaintiff


Hal F. Morris
Chapel, Wilkinson, Riggs,
Abney & Henson
502 West 6th Street
Tulsa, Oklahoma 74119
(918) 587-3161

Attorney for Defendant

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY

Plaintiff,

v.

LO PO VUE, YANG VUE,
MICHAEL H. BATESOLE and ST. PAUL
FIRE & MARINE INSURANCE COMPANY,

Defendants.

SEP 12 1985

**Jack C. Silver, Clerk
U. S. DISTRICT COURT**

No. 85 C-376 E

O R D E R

It is the order of this Court based on the application provided this Court by the plaintiff that there has been shown no good reason for this suit to continue and the Court therefore dismisses this action without prejudice.

S/ JAMES O. ELLISON

United States District Judge

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

SEP 12 1985

CHARLES R. MUGG,

Plaintiff,

v.

ALLIANZ UNDERWRITERS INSURANCE
COMPANY, a foreign corporation,

Defendant,

No. 85-C-359-E

ORDER OF DISMISSAL WITH PREJUDICE

Upon Application by the parties, and for good cause shown, the Court finds that the above styled and numbered cause of action should be dismissed with prejudice to refiling in the future.

IT IS SO ORDERED this 12th day of September, 1985.

S/ JAMES O. ELLISON

JAMES O. ELLISON
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,

Plaintiff,

vs.

39.07 ACRES OF LAND, MORE OR
LESS, SITUATE IN WASHINGTON
COUNTY, STATE OF OKLAHOMA,
AND KATSY MULLENDORE MECUM,
TRUSTEE, et al., AND UNKNOWN
OWNERS,

Defendants.

CIVIL ACTION No. 79-C-685-C

Tracts Nos. 272M, 272ME-1;
272ME-2, and 272ME-3

(Included in D.T. filed in
Master file 400-20)

and

UNITED STATES OF AMERICA,

Plaintiff,

vs.

87.74 ACRES OF LAND, MORE OR
LESS, SITUATE IN WASHINGTON
COUNTY, STATE OF OKLAHOMA,
AND ELMER L. CARTER, et al.,
AND UNKNOWN OWNERS,

Defendants.

CIVIL ACTION NO. 79-C-686-C

Tract Nos. 273M, 273ME-1 and
273ME-2

(Included in D.T. filed in
Master file #400-20),
combined

J U D G M E N T

1.

NOW, on this 11 day of Sept, 1985, this matter
comes on for disposition or application of the Parties hereto,
for entry of judgment on the Supplemental Report of Commissioners
filed herein on December 6, 1984, and the Court, after having
examined the files in this action and being advised by counsel,
finds that:

2.

The Court has jurisdiction of the parties and the subject matter of these actions.

3.

This judgment applies to the entire estate taken in the Tracts named in the caption above, as such tracts and estate are described in the Complaints filed in the captioned civil actions.

4.

Service of Process has been perfected personally or by publication, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in these actions.

5.

The Acts of Congress set out in paragraph 2 of the Complaints filed herein give the United States of America the right, power and authority to condemn for public use the subject property. Pursuant thereto, on November 19, 1979, the United States of America filed its Declaration of Taking a certain estate in such tracts of land, and title to such property should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with filing of the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the estate taken in the subject tracts, a certain sum of money, and part of such deposit has been disbursed, as set out below in paragraph 11.

7.

The Supplemental Report of Commissioners signed by Kenneth L. Stainer and Joe McGraw, Jr., and filed herein on December 6, 1984, hereby is accepted and adopted as findings of fact in regard to the subject tracts. The total amount of just compensation for the entire estate herein taken, and the allocation thereof to the various interests in subject property, as fixed by the Commissioners, is set out below in paragraph 11.

8.

This judgment will create a deficiency between the amount deposited as estimated just compensation for the estate taken in subject tracts and the amount fixed by the Commission and the Court as just compensation, and a sum of money sufficient to cover such deficiency together with appropriate interest thereon should be deposited by the Government. Calculations to determine the amount of this deficiency are set out below in paragraph 11.

The owners of subject property are entitled to receive interest at a reasonable rate on such deficiency, from the date of taking until such deficiency is deposited with the Court. The parties (except those in default) hereto have agreed upon the manner of calculating such interest and the amount which has accrued to the present date, all of which is set out below in paragraph 11 - Part I-B.

9.

The defendants named in paragraph 11 as owners of the estate taken in subject tracts are the only defendants asserting

any claim to such estate. All other defendants having either disclaimed or defaulted, the named defendants were the owners of the estate condemned herein, as of the date of taking, and, as such, are entitled to receive the just compensation awarded by this judgment.

10.

It is, therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tracts, as they are described in the Complaints filed herein, and such property, to the extent of the estate described in such Complaints, is condemned, and title to such estate is vested in the United States of America, as of November 19, 1979, and all defendants herein and all other persons are forever barred from asserting any claim to such estate.

11.

It is further ORDERED, ADJUDGED and DECREED that the right to receive the just compensation for the estate taken herein in subject tracts is vested in the defendants whose names appear below in this paragraph; the Supplemental Report of Commissioners, filed herein on December 6, 1984, hereby is confirmed and the sum therein fixed is adopted as the total award of just compensation for the estate taken in subject tracts, as shown by the following schedule:

TRACTS NOS. 272M, 272ME-1, 272ME-2,
272ME-3, 273M, 273ME-1 and 273ME-2, Combined

PART I: TOTAL AWARD, DEPOSIT, DEFICIENCY and INTEREST:

A. TOTAL AWARD, DEPOSIT AND DEFICIENCY:

Total award of just compensation
for the entire estate taken in
all subject tracts \$287,600.00

Total deposit of estimated compensation
for entire estate taken in all subject
tracts:

(By Civil Action)
In 79-C-685-C \$ 7,091.00
In 79-C-686-C 11,967.00
Total 19,058.00

Total Deposit deficiency \$268,542.00

B. INTEREST ON THE DEFICIENCY

Based upon the agreement of all the parties mentioned above in paragraph 8, the Court awards interest on the total deposit deficiency shown above in Part I-A, which interest is calculated by the rates set forth in the table shown below, is compounded annually, and results in the amounts as shown in such table, as follows:

<u>Year</u>	<u>Rate</u>	<u>Amount of interest</u>	<u>Deficiency plus interest, compounded annually</u>
1979 (42 days)	10.42%	\$ 3,219.86	\$271,761.86
1980	12.01%	32,638.60	304,400.46
1981	14.78%	44,990.39	349,390.85
1982	11.42%	39,900.44	389,291.29
1983	9.15%	35,620.15	424,911.44
1984	9.97%	42,363.67	467,275.11
1985 thru Mar. 31, 1985	8.50%	<u>9,793.57</u>	

Total accrued interest
through March 31, 1985 \$208,526.68

From March 31, 1985 to be computed at 8.76% = \$112.15 daily.

PART II: OWNERSHIP OF ESTATE TAKEN, ALLOCATION OF
AWARD AND INTEREST, AND DISBURSALS:

A. Kathleen Mullendore ownership:

1. Kathleen Mullendore owned 1/2 of lessor (mineral) interest.
 2. Share of total award:
 (Production - \$10,714.25)
 (Residual - 25,586.00)
 Total \$36,300.25
 3. Share of total accrued interest on the deposit deficiency, thru Marsh 31, 1985, (.1262178 of total) 26,319.77
 4. Total award and interest \$62,620.02
 5. Disbursed to owner:
 (79-C-685-C - \$ 895.01)
 (79-C-686-C - 1,510.45)
 Total 2,405.46
 6. Balance due to owner \$60,214.56
plus interest after
March 31, 1985
-

B. Trust A. ownership:

1. Katsy Mullendore Mecum, Trustee of Trust A owned 1/4 lessor (mineral) interest, and 15/32 of 7/8 of 8/8 working interest under the oil and gas lease.
2. Share of total award:
 (Lessor production - 5,357.12)
 (Lessor residual - 12,793.00)
 ((W.I. production - 70,312.27)
 (W.I. equipment - 32,500.00)
 Total \$120,962.39
3. Share of total accrued interest on the deposit deficiency thru March 31, 1985 (.4205924 of total) 87,704.74
4. Total award and interest \$208,667.13

5. Disbursed to owner:	
(79-C-685-C -	2,982.42)
(79-C-686-C -	<u>5,033.23)</u>
Total	<u>8,015.65</u>
6. Balance due to owner	\$200,651.48
	plus interest after
	March 31, 1985

C. Trust B. ownership:

1. Katsy Mullendore Mecum, Trustee of Trust B owned 1/4 lessor (mineral) interest, and 15/32 of 7/8 of 8/8 working interest under the oil and gas lease.	
2. Share of total award:	
(Lessor production -	5,357.12)
(Lessor residual -	12,793.00)
(W.I. production -	70,312.27)
W.I. equipment -	<u>32,500.00)</u>
Total	\$120,962.39
3. Share of total accrued interest on the deposit deficiency thru March 31, 1985 (.4205924 of total)	87,704.74
4. Total award and interest -	\$208,667.13
5. Disbursed to owner:	
(79-C-685-C -	2,982.42)
(79-C-686-C -	<u>5,033.23)</u>
Total	<u>8,015.65</u>
6. Balance due to owner	\$200,651.48
	plus interest after
	March 31, 1985

D. Elmer L. Carter ownership:

1. Elmer L. Carter owned 1/32 of 7/8 of 8/8 overriding royalty interest under the oil and gas lease on subject property.	
2. Share of total award (1/2 of total O.R.R.I.)	\$4,687.49
3. Share of total accrued interest on the deposit deficiency, thru March 31, 1985 (.0162987 of total) -	<u>3,398.71</u>
4. Total award and interest	\$8,086.20

- | | |
|-------------------------|--|
| 5. Disbursed to owner | none |
| 6. Balance due to owner | \$8,086.20
plus interest from
March 31, 1985 |

E. Nora R. Short ownership:

- | | |
|--|--|
| 1. Nora R. Short owned 1/32 of 7/8 of 8/8 overriding royalty interest under the oil and gas lease on subject property. | |
| 2. Share of total award (1/2 of total O.R.R.I.) | \$4,687.49 |
| 3. Share of total accrued interest on the deposit deficiency thru March 31, 1985 (.0162987 of total) | 3,398.71 |
| Total award and interest | \$8,086.20 |
| 4. Disbursed to owner | none |
| 5. Balance due to owner | \$8,086.20
plus interest from
March 31, 1985 |

12.

It is further ORDERED, ADJUDGED AND DECREED that the United States of America shall pay into the Registry of this Court, to the credit of C.A. No. 79-C-685-C, for the benefit of the owners, the above described deposit deficiency (paragraph 11 - Part I-A) plus interest thereon accrued through March 31, 1985, (paragraph 11 - Part I-B) in the combined amount of \$477,068.68, plus interest at the rate of \$112.15 per day from march 31, 1985, until such deposit be made.

13.

It is further ORDERED that when the deposit required by paragraph 12 above be made, to facilitate accounting, the Clerk of this Court shall transfer all remaining funds in the deposit for C.A. 79-C-686-C to the deposit for C.A. 79-C-685-C.

The Clerk of this Court then shall disburse from the deposit for C.A. 79-C-685-C certain sums as follows:

TO:

1. Kathleen Mullendore the sum of \$60,214.56, plus 12.62178% of all interest on the above described deposit deficiency which accrued after March 31, 1985.

2. To Katsy Mullendore Mecum, Trustee of Trust A the sum of \$200,651.48, plus 42.05924% of all interest on the above described deposit deficiency which accrued after march 31, 1985.

3. To Katsy Mullendore Mecum, Trustee of Trust B the sum of \$200,651.48, plus 42.05924% of all interest on the above described deposit deficiency which accrued after March 31, 1985.

4. To Nora R. Short, the sum of \$8,086.20, plus 1.62987% of all interest on the above described deposit deficiency which accrued after March 31, 1985.

14.

It is further ORDERED that no disbursal shall be made at this time in payment of the award for the interest of Elmer L. Carter because such defendant has not been located, he is reported deceased and his heirs are unknown. In the event that at some future time this owner be located or his heirs determined, then the Court will enter an appropriate order of disbursal.

15.

It is further ORDERED that in the event any of the funds on deposit in C.A. 79-C-685-C, after the transactions described above, remain on deposit for a period of five years from the date of filing this Judgment, then, after that period, the Clerk of this Court, without further order shall disburse such funds on deposit in this action to the Treasurer of the United States of America, pursuant to the provisions of Title 28, Section 2042, U.S.C.

s/H. DALE COOK

H. DALE COOK, Chief Judge
UNITED STATES DISTRICT COURT

APPROVED:

LAYN R. PHILLIPS
United States Attorney

Hubert A. Marlow
HUBERT A. MARLOW
Assistant United States Attorney

Seagal V. Wheatley
SEAGAL V. WHEATLEY
Attorney for Mullendores

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1985

UNITED STATES OF AMERICA,

Plaintiff,

vs.

9.13 ACRES OF LAND, MORE OR
LESS, SITUATE IN WASHINGTON
COUNTY, STATE OF OKLAHOMA,
AND WILMA F. CANARY, et al.,
AND UNKNOWN OWNERS,

Defendants.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION NO. 79-C-683-C

Tracts Nos. 270M and 270ME

All Interests in Estate Taken
(Master file #400-20)

J U D G M E N T

1.

NOW, on this 11 day of Sept, 1985, this matter comes on for disposition or application of the Parties hereto, for entry of judgment on the Supplemental Report of Commissioners filed herein on December 6, 1984, and the Court, after having examined the files in this action and being advised by counsel, finds that:

2.

The Court has jurisdiction of the parties and the subject matter of this action.

3.

This judgment applies to the entire estate taken in the Tracts named in the caption above, as such tracts and estate are described in the Complaint filed in the captioned civil action.

4.

Service of Process has been perfected personally, and by publication, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in this action.

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the subject property. Pursuant thereto, on November 19, 1979, the United States of America filed its Declaration of Taking a certain estate in such tracts of land, and title to such property should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with filing of the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the estate taken in the subject tracts, a certain sum of money, and part of such deposit has been disbursed, as set out below in paragraph 11.

7.

The Supplemental Report of Commissioners signed by Kenneth L. Stainer and Joe McGraw, Jr., and filed herein on December 6, 1984, hereby is accepted and adopted as findings of fact in regard to the subject tracts. The total amount of just compensation for the entire estate herein taken, and the allocation thereof to the various interests in subject property, as fixed by the Commissioners, is set out below in paragraph 11.

8.

This judgment will create a surplus in the amount deposited as estimated just compensation for the estate taken in subject tracts, as compared to the amount fixed by the Commission and the Court as just compensation, and such surplus should be refunded to the Plaintiff. Calculations to determine the amount of this surplus are set out below in paragraph 11.

9.

The defendants named in paragraph 11 as owners of the estate taken in subject tracts are the only defendants asserting any claim to such estate. All other defendants having either disclaimed or defaulted, the named defendants were the owners of the estate condemned herein, as of the date of taking, and, as such, are entitled to receive the just compensation awarded by this judgment.

10.

It is, therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tracts, as they are described in the Complaint filed herein, and such property, to the extent of the estate described in such Complaint, is condemned, and title to such estate is vested in the United States of America, as of November 19, 1979, and all defendants herein and all other persons are forever barred from asserting any claim to such estate.

It is further ORDERED, ADJUDGED and DECREED that the right to receive the just compensation for the estate taken herein in subject tracts is vested in the defendants whose names appear below in this paragraph; the Supplemental Report of Commissioners, filed herein on December 6, 1984, hereby is confirmed and the sum therein fixed is adopted as the total award of just compensation for the estate taken in subject tracts, and said award is allocated among the various interests, as shown by the following schedule:

TRACTS NOS. 270M and 270ME

PART I: TOTAL AWARD, DEPOSIT AND SURPLUS:

Total deposit of estimated compensation for entire estate taken in subject tracts	\$14,356.70
Total award of just compensation for entire estate taken in subject tracts	<u>\$ 4,743.00</u>
Deposit surplus	\$ 9,613.70

PART II: OWNERSHIP OF ESTATE TAKEN AND ALLOCATION OF TOTAL
AWARD AND DISBURSALS:

A. LESSOR INTEREST:

1. OWNERS:

Wilma F. Canary	6 2/3%
Estate of Emma B. Gordon, deceased	18%
Estate of Helen Beyer, deceased	12 1/3%
S. M. Beyer	4%
Estate of Mabel B. Hampson, deceased	4 2/3%
Joseph Walter Beyer, Jr.	1 5/9%
Estate of June B. Flenniken, deceased	4 2/3%
Carolyn Beyer Jones	1 5/9%
Estelle Irish Kelly	7/9 of 1%
Walter Owen Irish	7/9 of 1%
United States of America	45%

2. Amount of total award allocated to lessor interest	\$3,743.00
3. Amount of estimated compensation disbursed to owners	<u>none</u>
4. Balance due to owners	\$3,743.00

B. LESSEE INTEREST:

1. OWNERS:

Katsy Mullendore Mecum, Trustee of Trust A, and
Katsy Mullendore Mecum, Trustee of Trust B.

2. Amount of total award allocated to lessee interest	\$1,000.00
3. Amount of estimated compensation disbursed to owners	<u>\$1,000.00</u>
4. Balance due to owners	none

12.

It is further ORDERED that the Clerk of this Court shall disburse from the deposit in the registry of this Court for C.A. 79-C-683-C certain sums as follows, to:

Wilma F. Canary	\$ 249.53
United States of America (For deposit surplus of \$9,613.70, plus 45% of lessor award, being \$1,684.35.)	\$11,298.05

13.

It is further ORDERED that no further disbursal of the share of the award allocated to the lessor interest shall be made at this time, because all of the owners thereof, except Wilma F. Canary and the United States, are deceased, with heirs undetermined, or have not been located.

In the event that at some future time such heirs are properly identified or the defendants without addresses are located then the Court will enter appropriate orders of disbursal.

14.

It is further ORDERED that in the event any of the funds deposited by the Plaintiff in this case remain on deposit for a period of five years from the date of filing this Judgment, then, after that period, the Clerk of this Court, without further order shall disburse such funds on deposit in this action to the Treasurer of the United States of America, pursuant to the provisions of Title 28, Section 2042, U.S.C.

s/H. DALE COOK

H. DALE COOK, Chief Judge
UNITED STATES DISTRICT COURT

APPROVED:

LAYN R. PHILLIPS
United States Attorney

Hubert A. Marlow
HUBERT A. MARLOW
Assistant United States Attorney

Seagal Wheatley
SEAGAL V. WHEATLEY
Attorney for Mullendores

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1985

UNITED STATES OF AMERICA,

Plaintiff,

vs.

107.01 ACRES OF LAND, MORE OR
LESS, SITUATE IN WASHINGTON
COUNTY, STATE OF OKLAHOMA,
AND KATHLEEN MULLENDORE,
et al., AND UNKNOWN OWNERS,
Defendants.

Jack C. Silver, Clerk
U. S. DISTRICT COURT

CIVIL ACTION No. 79-C-684-C.

Tracts Nos. 271M, 271ME-1;
thru 271ME-8

(Included in D.T. filed in
Master file 400-20)

J U D G M E N T

1.

NOW, on this 11 day of Sept., 1985, this matter comes on for disposition or application of the Parties hereto, for entry of judgment on the Supplemental Report of Commissioners filed herein on December 6, 1984, and the Court, after having examined the files in this action and being advised by counsel, finds that:

2.

The Court has jurisdiction of the parties and the subject matter of this action.

3.

This judgment applies to the entire estate taken in the Tracts named in the caption above, as such tracts and estate are described in the Complaint filed in the captioned civil action.

4.

Service of Process has been perfected personally, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in this action.

5.

The Acts of Congress set out in paragraph 2 of the Complaint filed herein give the United States of America the right, power and authority to condemn for public use the subject property. Pursuant thereto, on November 19, 1979, the United States of America filed its Declaration of Taking a certain estate in such tracts of land, and title to such property should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with filing of the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the estate taken in the subject tracts, a certain sum of money, and part of such deposit has been disbursed, as set out below in paragraph 11.

7.

The Supplemental Report of Commissioners signed by Kenneth L. Stainer and Joe McGraw, Jr., and filed herein on December 6, 1984, hereby is accepted and adopted as findings of fact in regard to the subject tracts. The total amount of just compensation for the entire estate herein taken, as fixed by the Commissioners, is set out below in paragraph 11.

8.

This judgment will create a deficiency between the amount deposited as estimated just compensation for the estate taken in subject tracts and the amount fixed by the Commission and the Court as just compensation, and a sum of money sufficient to cover such deficiency together with appropriate interest thereon should be deposited by the Government. Calculations to determine the amount of this deficiency are set out below in paragraph 11.

The owners of subject property are entitled to receive interest at a reasonable rate on such deficiency, from the date of taking until such deficiency is deposited with the Court. The parties hereto have agreed upon the manner of calculating such interest and the amount which has accrued to the present date, all of which is set out below in paragraph 12.

9.

The defendants named in paragraph 11 as owners of the estate taken in subject tracts are the only defendants asserting any claim to such estate. All other defendants having either disclaimed or defaulted, the named defendants were the owners of the estate condemned herein, as of the date of taking, and, as such, are entitled to receive the just compensation awarded by this judgment.

10.

It is, therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority

to condemn for public use the subject tracts, as they are described in the Complaint filed herein, and such property, to the extent of the estate described in such Complaint, is condemned, and title to such estate is vested in the United States of America, as of November 19, 1979, and all defendants herein and all other persons are forever barred from asserting any claim to such estate.

11.

It is further ORDERED, ADJUDGED and DECREED that the right to receive the just compensation for the estate taken herein in subject tracts is vested in the defendants whose names appear below in this paragraph; the Supplemental Report of Commissioners, filed herein on December 6, 1984, hereby is confirmed and the sum therein fixed is adopted as the total award of just compensation for the estate taken in subject tracts, as shown by the following schedule:

TRACTS NOS. 271M, 271ME-1 thru 271ME-8

I. OWNERS:

Kathleen Mullendore	1/2
Katsy Mullendore Mecum, Trustee of Tract A	1/4
Katsy Mullendore Mecum, Trustee of Tract B	1/4

II. AWARD, DEPOSIT AND DEFICIENCY:

Total award of just compensation for the entire estate taken in subject tracts	\$246,302.00	\$246,302.00
Deposited as estimated	3,004.13	
Disbursed to owners		3,004.13
Balance due to owners		<u>\$243,297.87</u> plus interest
Deposit deficiency	<u>\$243,297.87</u>	

12.

It is further ORDERED, ADJUDGED and DECREED that the Court hereby awards interest, as part of the just compensation, on the deficiency between the deposit of estimated compensation and the award of just compensation as shown in paragraph 11 above. Pursuant to the agreement of the parties, mentioned above in paragraph 8, the Court approves and adopts the rates of interest, and the calculation of the amount of interest to be paid as shown in the following table:

<u>Year</u>	<u>Rate</u>	<u>Amount of interest</u>	<u>Deficiency plus interest, compounded annually</u>
1979 (42 days)	10.42%	\$ 2,917.17	\$246,215.04
1980	12.01%	29,570.43	275,785.47
1981	14.78%	40,761.09	316,546.56
1982	11.42%	36,149.62	352,696.18
1983	9.15%	32,271.70	384,967.88
1984	9.97%	38,381.30	423,349.18
1985 thru Mar. 31, 1985	8.50%	<u>8,872.93</u>	
Total accrued interest through March 31, 1985		\$188,924.24	

From March 31, 1985 to be computed at 8.76% or \$101.60 daily.

13.


It is further ORDERED, ADJUDGED and DECREED that the United States of America shall pay into the Registry of this Court, to the credit of C.A. 79-C-684-C, for the benefit of the owners, the above described deposit deficiency and interest thereon, accrued through March 31, 1985, in the combined amount of \$432,222.11 plus interest at the rate of \$101.60 per day from March 31, 1985, until such deposit be made.

14.

It is further ORDERED that when the deposit required by paragraph 13 above be made, the Clerk of this Court shall disburse such deposit as follows:

TO:

Kathleen Mullendore	1/2
Katsy Mullendore Mecum, Trustee of Trust A	1/4
Katsy Mullendore Mecum, Trustee of Trust B	1/4


H. DALE COOK, Chief Judge
UNITED STATES DISTRICT COURT

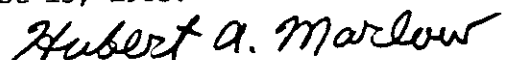
APPROVED:

LAYN R. PHILLIPS
United States Attorney


HUBERT A. MARLOW
Assistant United States Attorney

*Mr. Wheatley's signature does not appear because this page had to be retyped to delete Equitable Life, as requested by Mr. Wheatley. He has agreed to entry of this judgment in its present form by letter dated August 13, 1985, filed in this case. He also orally approved entry of this judgment in a telephone conversation on August 15, 1985.

*
SEAGAL V. WHEATLEY
Attorney for Mullendores



Entered
Copy

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

UNITED STATES OF AMERICA,

Plaintiff,

vs.

39.07 ACRES OF LAND, MORE OR
LESS, SITUATE IN WASHINGTON
COUNTY, STATE OF OKLAHOMA,
AND KATSY MULLENDORE MECUM,
TRUSTEE, et al., AND UNKNOWN
OWNERS,

Defendants.

CIVIL ACTION No. 79-C-685-C

Tracts Nos. 272M, 272ME-1;
272ME-2, and 272ME-3

(Included in D.T. filed in
Master file 400-20)

and

UNITED STATES OF AMERICA,

Plaintiff,

vs.

87.74 ACRES OF LAND, MORE OR
LESS, SITUATE IN WASHINGTON
COUNTY, STATE OF OKLAHOMA,
AND ELMER L. CARTER, et al.,
AND UNKNOWN OWNERS,

Defendants.

CIVIL ACTION NO. 79-C-686-C

Tract Nos. 273M, 273ME-1 and
273ME-2

(Included in D.T. filed in
Master file #400-20),
combined

J U D G M E N T

1.

NOW, on this 11 day of Sept, 1985, this matter
comes on for disposition or application of the Parties hereto,
for entry of judgment on the Supplemental Report of Commissioners
filed herein on December 6, 1984, and the Court, after having
examined the files in this action and being advised by counsel,
finds that:

2.

The Court has jurisdiction of the parties and the subject matter of these actions.

3.

This judgment applies to the entire estate taken in the Tracts named in the caption above, as such tracts and estate are described in the Complaints filed in the captioned civil actions.

4.

Service of Process has been perfected personally or by publication, as provided by Rule 71A of the Federal Rules of Civil Procedure, on all parties defendant in these actions.

5.

The Acts of Congress set out in paragraph 2 of the Complaints filed herein give the United States of America the right, power and authority to condemn for public use the subject property. Pursuant thereto, on November 19, 1979, the United States of America filed its Declaration of Taking a certain estate in such tracts of land, and title to such property should be vested in the United States of America, as of the date of filing such instrument.

6.

Simultaneously with filing of the Declaration of Taking, there was deposited in the Registry of this Court as estimated compensation for the estate taken in the subject tracts, a certain sum of money, and part of such deposit has been disbursed, as set out below in paragraph 11.

7.

The Supplemental Report of Commissioners signed by Kenneth L. Stainer and Joe McGraw, Jr., and filed herein on December 6, 1984, hereby is accepted and adopted as findings of fact in regard to the subject tracts. The total amount of just compensation for the entire estate herein taken, and the allocation thereof to the various interests in subject property, as fixed by the Commissioners, is set out below in paragraph 11.

8.

This judgment will create a deficiency between the amount deposited as estimated just compensation for the estate taken in subject tracts and the amount fixed by the Commission and the Court as just compensation, and a sum of money sufficient to cover such deficiency together with appropriate interest thereon should be deposited by the Government. Calculations to determine the amount of this deficiency are set out below in paragraph 11.

The owners of subject property are entitled to receive interest at a reasonable rate on such deficiency, from the date of taking until such deficiency is deposited with the Court. The parties (except those in default) hereto have agreed upon the manner of calculating such interest and the amount which has accrued to the present date, all of which is set out below in paragraph 11 - Part I-B.

9.

The defendants named in paragraph 11 as owners of the estate taken in subject tracts are the only defendants asserting

any claim to such estate. All other defendants having either disclaimed or defaulted, the named defendants were the owners of the estate condemned herein, as of the date of taking, and, as such, are entitled to receive the just compensation awarded by this judgment.

10.

It is, therefore, ORDERED, ADJUDGED and DECREED that the United States of America has the right, power, and authority to condemn for public use the subject tracts, as they are described in the Complaints filed herein, and such property, to the extent of the estate described in such Complaints, is condemned, and title to such estate is vested in the United States of America, as of November 19, 1979, and all defendants herein and all other persons are forever barred from asserting any claim to such estate.

11.

It is further ORDERED, ADJUDGED and DECREED that the right to receive the just compensation for the estate taken herein in subject tracts is vested in the defendants whose names appear below in this paragraph; the Supplemental Report of Commissioners, filed herein on December 6, 1984, hereby is confirmed and the sum therein fixed is adopted as the total award of just compensation for the estate taken in subject tracts, as shown by the following schedule:

TRACTS NOS. 272M, 272ME-1, 272ME-2,
272ME-3, 273M, 273ME-1 and 273ME-2, Combined

PART I: TOTAL AWARD, DEPOSIT, DEFICIENCY and INTEREST:

A. TOTAL AWARD, DEPOSIT AND DEFICIENCY:

Total award of just compensation
for the entire estate taken in
all subject tracts \$287,600.00

Total deposit of estimated compensation
for entire estate taken in all subject
tracts:

(By Civil Action)		
In 79-C-685-C	\$ 7,091.00	
In 79-C-686-C	<u>11,967.00</u>	
Total		<u>19,058.00</u>

Total Deposit deficiency \$268,542.00

B. INTEREST ON THE DEFICIENCY

Based upon the agreement of all the parties mentioned above in paragraph 8, the Court awards interest on the total deposit deficiency shown above in Part I-A, which interest is calculated by the rates set forth in the table shown below, is compounded annually, and results in the amounts as shown in such table, as follows:

<u>Year</u>	<u>Rate</u>	<u>Amount of interest</u>	<u>Deficiency plus interest, compounded annually</u>
1979 (42 days)	10.42%	\$ 3,219.86	\$271,761.86
1980	12.01%	32,638.60	304,400.46
1981	14.78%	44,990.39	349,390.85
1982	11.42%	39,900.44	389,291.29
1983	9.15%	35,620.15	424,911.44
1984	9.97%	42,363.67	467,275.11
1985			
thru Mar. 31, 1985	8.50%	<u>9,793.57</u>	

Total accrued interest
through March 31, 1985 \$208,526.68

From March 31, 1985 to be computed at 8.76% = \$112.15 daily.

PART II: OWNERSHIP OF ESTATE TAKEN, ALLOCATION OF
AWARD AND INTEREST, AND DISBURSALS:

A. Kathleen Mullendore ownership:

1. Kathleen Mullendore owned 1/2 of lessor (mineral) interest.
 2. Share of total award:
 (Production - \$10,714.25)
 (Residual - 25,586.00)
 Total \$36,300.25
 3. Share of total accrued interest on the deposit deficiency, thru March 31, 1985, (.1262178 of total) 26,319.77
 4. Total award and interest \$62,620.02
 5. Disbursed to owner:
 (79-C-685-C - \$ 895.01)
 (79-C-686-C - 1,510.45)
 Total 2,405.46
 6. Balance due to owner \$60,214.56
plus interest after March 31, 1985
-

B. Trust A. ownership:

1. Katsy Mullendore Mecum, Trustee of Trust A owned 1/4 lessor (mineral) interest, and 15/32 of 7/8 of 8/8 working interest under the oil and gas lease.
2. Share of total award:
 (Lessor production - 5,357.12)
 (Lessor residual - 12,793.00)
 ((W.I. production - 70,312.27)
 (W.I. equipment - 32,500.00)
 Total \$120,962.39
3. Share of total accrued interest on the deposit deficiency thru March 31, 1985 (.4205924 of total) 87,704.74
4. Total award and interest \$208,667.13

5. Disbursed to owner:		
(79-C-685-C -	2,982.42)	
(79-C-686-C -	<u>5,033.23)</u>	
Total		<u>8,015.65</u>
6. Balance due to owner		\$200,651.48
		plus interest after
		March 31, 1985

C. Trust B. ownership:

1. Katsy Mullendore Mecum, Trustee of Trust B owned 1/4 lessor (mineral) interest, and 15/32 of 7/8 of 8/8 working interest under the oil and gas lease.		
2. Share of total award:		
(Lessor production -	5,357.12)	
(Lessor residual -	12,793.00)	
(W.I. production -	70,312.27)	
W.I. equipment -	<u>32,500.00)</u>	
Total		\$120,962.39
3. Share of total accrued interest on the deposit deficiency thru March 31, 1985 (.4205924 of total)		87,704.74
4. Total award and interest -		\$208,667.13
5. Disbursed to owner:		
(79-C-685-C -	2,982.42)	
(79-C-686-C -	<u>5,033.23)</u>	
Total		<u>8,015.65</u>
6. Balance due to owner		\$200,651.48
		plus interest after
		March 31, 1985

D. Elmer L. Carter ownership:

1. Elmer L. Carter owned 1/32 of 7/8 of 8/8 overriding royalty interest under the oil and gas lease on subject property.		
2. Share of total award (1/2 of total O.R.R.I.)		\$4,687.49
3. Share of total accrued interest on the deposit deficiency, thru March 31, 1985 (.0162987 of total) -		<u>3,398.71</u>
4. Total award and interest		\$8,086.20

- | | |
|-------------------------|--|
| 5. Disbursed to owner | none |
| 6. Balance due to owner | \$8,086.20
plus interest from
March 31, 1985 |

E. Nora R. Short ownership:

- | | |
|--|--|
| 1. Nora R. Short owned 1/32 of 7/8 of 8/8 overriding royalty interest under the oil and gas lease on subject property. | |
| 2. Share of total award (1/2 of total O.R.R.I.) | \$4,687.49 |
| 3. Share of total accrued interest on the deposit deficiency thru March 31, 1985 (.0162987 of total) | 3,398.71 |
| Total award and interest | \$8,086.20 |
| 4. Disbursed to owner | none |
| 5. Balance due to owner | \$8,086.20
plus interest from
March 31, 1985 |

12.

It is further ORDERED, ADJUDGED AND DECREED that the United States of America shall pay into the Registry of this Court, to the credit of C.A. No. 79-C-685-C, for the benefit of the owners, the above described deposit deficiency (paragraph 11 - Part I-A) plus interest thereon accrued through March 31, 1985, (paragraph 11 - Part I-B) in the combined amount of \$477,068.68, plus interest at the rate of \$112.15 per day from march 31, 1985, until such deposit be made.

13.

It is further ORDERED that when the deposit required by paragraph 12 above be made, to facilitate accounting, the Clerk of this Court shall transfer all remaining funds in the deposit for C.A. 79-C-686-C to the deposit for C.A. 79-C-685-C.

The Clerk of this Court then shall disburse from the deposit for C.A. 79-C-685-C certain sums as follows:

TO:

1. Kathleen Mullendore the sum of \$60,214.56, plus 12.62178% of all interest on the above described deposit deficiency which accrued after March 31, 1985.

2. To Katsy Mullendore Mecum, Trustee of Trust A the sum of \$200,651.48, plus 42.05924% of all interest on the above described deposit deficiency which accrued after march 31, 1985.

3. To Katsy Mullendore Mecum, Trustee of Trust B the sum of \$200,651.48, plus 42.05924% of all interest on the above described deposit deficiency which accrued after March 31, 1985.

4. To Nora R. Short, the sum of \$8,086.20, plus 1.62987% of all interest on the above described deposit deficiency which accrued after March 31, 1985.

14.

It is further ORDERED that no disbursal shall be made at this time in payment of the award for the interest of Elmer L. Carter because such defendant has not been located, he is reported deceased and his heirs are unknown. In the event that at some future time this owner be located or his heirs determined, then the Court will enter an appropriate order of disbursal.

15.


It is further ORDERED that in the event any of the funds on deposit in C.A. 79-C-685-C, after the transactions described above, remain on deposit for a period of five years from the date of filing this Judgment, then, after that period, the Clerk of this Court, without further order shall disburse such funds on deposit in this action to the Treasurer of the United States of America, pursuant to the provisions of Title 28, Section 2042, U.S.C.

s/H. DALE COOK

H. DALE COOK, Chief Judge
UNITED STATES DISTRICT COURT

APPROVED:

LAYN R. PHILLIPS
United States Attorney


HUBERT A. MARLOW
Assistant United States Attorney


SEAGAL V. WHEATLEY
Attorney for Mullendores

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1985

JACK C. SILVER, CLERK
U.S. DISTRICT COURT

UNITED STATES OF AMERICA,
Plaintiff,

vs.

SANDRA K. HERTEL, a/k/a
SANDRA KAY HERTEL,
BRENDA BAILEY, and SECURITY
BANK AND TRUST COMPANY, MIAMI,
OKLAHOMA,

Defendants.) CIVIL ACTION NO. 84-C-861-C

JUDGMENT OF FORECLOSURE

This matter comes on for consideration this 11th
day of Sept., 1985. The Plaintiff appears by Layn R.
Phillips, United States Attorney for the Northern District of
Oklahoma, through Nancy Nesbitt Blevins, Assistant United States
Attorney; the Defendant, Security Bank and Trust Company, Miami,
Oklahoma, appears by its attorney, Dennis J. Watson; and the
Defendants, Sandra K. Hertel, a/k/a Sandra Kay Hertel, and Brenda
Bailey, appear not, but make default.

The Court, being fully advised and having examined the
file herein, finds that Defendant Sandra K. Hertel, a/k/a Sandra
Kay Hertel, was served with Summons and Complaint on November 13,
1984.

The Court further finds that the Defendant, Brenda
Bailey, was served by publishing notice of this action in the
Miami News-Record, a newspaper of general circulation in Ottawa
County, Oklahoma, once a week for six consecutive weeks, beginning
May 17, 1985, and continuing to June 21, 1985, as more

fully appears from the verified Proof of Publication duly filed herein; and that this action is one in which service by publication is authorized by 12 O.S. §170.6(A) since Counsel for the Plaintiff does not know, and with due diligence cannot ascertain the whereabouts of the Defendant, Brenda Bailey, and service cannot be made upon said Defendant within the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, or upon said Defendant without the Northern Judicial District of Oklahoma or the State of Oklahoma by any other method, as more fully appears from the evidentiary affidavit of a bonded abstracter filed herein with respect to the last known address of the Defendant, Brenda Bailey. The Court conducted an inquiry into the sufficiency of the Service by Publication to comply with due process of law, and based upon the evidence presented, together with affidavit and documentary evidence, finds that the Plaintiff, United States of America, acting on behalf of the Administrator of Veterans Affairs and its attorneys, Layn R. Phillips, United States Attorney for the Northern District of Oklahoma, through Nancy Nesbitt Blevins, Assistant United States Attorney, have fully exercised due diligence in ascertaining the true names and identities of the parties served by publication with respect to their present or last known places of residence and/or mailing addresses. The Court accordingly approves and confirms that the Service by Publication is sufficient to confer jurisdiction upon this Court to enter the relief sought by the Plaintiff both as to the subject matter and the Defendant served by publication.

It appears that the Defendant, Security Bank and Trust Company, Miami, Oklahoma, filed its Answer herein on December 10, 1984, and that the Defendants, Sandra K. Hertel, a/k/a Sandra Kay Hertel and Brenda Bailey, have failed to answer and their default has therefore been entered by the Clerk of this Court.

The Court further finds that this is a suit based upon a certain mortgage note and for foreclosure of a mortgage securing said mortgage note upon the following-described real property located in Ottawa County, Oklahoma, within the Northern Judicial District of Oklahoma:

The South Half of Lot 15, and all of Lot 16, in Block 11, in the Miami Heights Addition to the City of Miami, Ottawa County, Oklahoma, according to the recorded plat thereof.

That on March 29, 1983, Sandra K. Hertel executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, her Mortgage Note in the amount of \$21,500.00, payable in monthly installments, with interest thereon at the rate of 12 percent per annum.

That as security for the payment of the above-described note, Sandra K. Hertel executed and delivered to the United States of America, acting through the Administrator of Veterans Affairs, a Mortgage dated March 29, 1983, covering the above-described property. Said Mortgage was recorded on March 29, 1983, in Book 421, Page 274, in the records of Ottawa County, Oklahoma.

The Court further finds that Defendant, Sandra K. Hertel, a/k/a Sandra Kay Hertel, made default under the terms of

the aforesaid note and mortgage by reason of her failure to make the monthly installments due thereon, which default has continued, and that by reason thereof, the Defendant, Sandra K. Hertel, a/k/a/ Sandra Kay Hertel, is indebted to the Plaintiff in the sum of \$21,428.64, as of April 1, 1984, plus interest thereafter at the rate of 12 percent per annum until judgment, plus interest thereafter at the legal rate until fully paid, and the costs of this action accrued and accruing.

The Court further finds that the Defendant, Security Bank and Trust Company, Miami, Oklahoma, has a lien on the property being foreclosed by virtue of a Mortgage from Sandra Kay Hertel, dated August 19, 1983, and recorded in Book 425, Page 273, in the records of Ottawa County, Oklahoma. This mortgage was given to secure a promissory note in the original principal amount of \$7,237.50, payable in 36 monthly installments of \$250.91. Said lien is inferior to the first mortgage lien of the Plaintiff, United States of America.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Plaintiff have and recover Judgment against Defendant, Sandra K. Hertel, a/k/a Sandra Kay Hertel, in the amount of \$21,428.64, as of April 1, 1984, plus interest thereafter at the rate of 12 percent per annum until judgment, plus interest thereafter at the current legal rate of 7.91 percent per annum until paid, plus the costs of this action accrued and accruing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon the failure of said Defendant, Sandra K. Hertel, a/k/a/ Sandra Kay

Hertel, to satisfy the money judgment of the Plaintiff herein, an Order of Sale shall be issued to the United States Marshal for the Northern District of Oklahoma, commanding him to advertise and sell, with appraisement, the real property involved herein and apply the proceeds of the sale as follows:

First:

In payment of the costs of this action accrued and accruing incurred by the Plaintiff, including the costs of the sale of said real property;

Second:

In payment of the Judgment rendered herein in favor of the Plaintiff;

Third:

In payment of the mortgage lien of the Defendant, Security Bank and Trust Company of Miami, Oklahoma.


The surplus from said sale, if any, shall be deposited with the Clerk of the Court to await further order of the Court.


IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that from and after the sale of the above-described real property, under and by virtue of this judgment and decree, the Defendants and all persons claiming under them since the filing of the Complaint, be and they are forever barred and foreclosed of any right, title, interest or claim in or to the subject real property or any part thereof.


UNITED STATES DISTRICT JUDGE

APPROVED:

LAYN R. PHILLIPS
United States Attorney


NANCY NESBITT BLEVINS
Assistant United States Attorney


DENNIS J. WATSON
Attorney for Defendant Security
Bank and Trust Company, Miami, Oklahoma

IN THE UNITED STATES DISTRICT COURT IN AND FOR THE
NORTHERN DISTRICT OF OKLAHOMA

ELMER DALLAS,
Plaintiff,
vs.
RICHARD FRY,
Defendant.

FILED

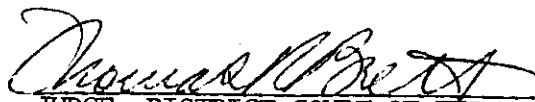
SEP 12 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

ORDER OF DISMISSAL

ON This 12 day of August, 1985, upon the written application of the parties for a Dismissal with Prejudice of the Complaint and all casues of action, the Court having examined said application, finds that said parties have entered into a compromise settlement covering all claims involved in the Complaint and have requested the Court to dismiss said Complaint with prejudice to any future action, and the Court being fully advised in the premises, finds that said Complaint should be dismissed pursuant to said application.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the Complaint and all causes of action of the plaintiff filed herein against the defendant be and the same hereby is dismissed with prejudice to any future action.


JUDGE, DISTRICT COURT OF THE UNITED
STATES, NORTHERN DISTRICT OF OKLAHOMA

Approvals:

KEN B. PRIVETT,

A handwritten signature in dark ink, featuring a large, stylized 'K' and 'P' that are connected and looped together. The signature is written over a horizontal line.

Attorney for the Plaintiff,

STEPHEN C. WILKERSON,

Attorney for the Defendant.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

SEP 12 1985

EL-KAFRAWI TAREK,
Plaintiff,

vs.

KETTLE RESTAURANT, INC.,
Defendant.

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)
)
)
)

No. 84-C-993-E

Jack C. Silver, Clerk
U. S. DISTRICT COURT

STIPULATED ORDER OF DISMISSAL

It is hereby stipulated, by and between counsel for all parties hereto, subject to the approval of the Court, as follows:

1. All claims presented by the Complaint shall be dismissed with prejudice as to Kettle Restaurant, Inc. pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

2. The plaintiff, El-Kafrawi Tarek, shall bear the costs of the defendant, Kettle Restaurant, Inc., to include its attorney fees as previously agreed by counsel herein.

DATED the 12th day of Sept, 1985.

S/ JAMES O. ELLISON

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM:

WHITTEN GOREE, DAVIES & MADDEN

By

Neil F. Layman

Attorneys for Plaintiff

J. PATRICK CREMIN

By

J. Patrick Cremin
Attorneys for Defendant

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF OKLAHOMA

RICH SPECIALTIES, INC.,)
d/b/a C & R GUITARS,)
)
Plaintiff,)
)
vs.)
)
ROME BADGE COMPANY, LTD., et al.)
)
Defendants.)

SEP 11 1985

JOHN A. SILVER, CLERK
U.S. DISTRICT COURT

Case No. 84-C-931-E


Notice of

DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, RICH SPECIALTIES, INC., d/b/a
C & R GUITARS, by and through its attorneys of record, Morris
and Morris, and dismisses its causes of action against DOES
1-X with prejudice.

MORRIS and MORRIS

By:



Greg A. Morris
Attorneys for Plaintiff
707 South Houston
Suite 406
Tulsa, Oklahoma 74127
(918) 587-5514

CERTIFICATE OF MAILING

I, Greg A. Morris, do hereby certify that a true and
correct copy of the above and foregoing Dismissal with
Prejudice was mailed to Mr. Mark Edmiston and Doyle, Harris &
Riseling, attorneys for Defendant ROME BADGE COMPANY, LTD., at
P. O. Box 1679, Tulsa, Oklahoma, 74101, by depositing same in
the United States Postal Service with sufficient, prepaid
postage thereon on this _____ day of August, 1985.


GREG A. MORRIS

FILED

Jack B. Silver, Clerk
U. S. District Court

Plaintiff,

Case No. 85-C-700-E

Defendant.

The above matter comes on regularly for hearing on this 13th day of September, 1985, plaintiff, John Deere Company, a corporation, appearing by its attorney, John C. Harrington, Jr., and the defendant, Leo Glenn Leonard, not appearing either in person or by counsel.

The Court finds that it has jurisdiction of this action and of the parties hereto.

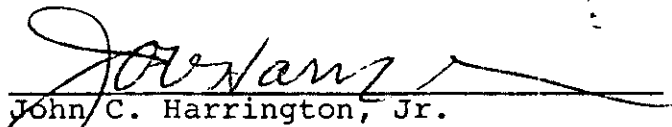
Plaintiff, John Deere Company, is entitled to have and recover judgment against the defendant, Leo Glenn Leonard, for

the sum of \$5,431.81 together with interest on said sum at the rate of 10% per annum from July 1, 1984, until paid, which interest to the date of judgment is the sum of \$633.71 for a total of \$6,065.52 together with interest on the sum of \$5,431.81 from September 1, 1985, until paid at the rate of 10% per annum.

Plaintiff is further entitled to have and recover judgment for its attorney's fees ^{UPON APPLICATION AND ORDER.} ~~which the Court finds and allows~~ in the amount of \$ together with the costs of this action.


UNITED STATES DISTRICT JUDGE

APPROVED:


John C. Harrington, Jr.
LYTLE, SOULE, CURLEE, HARRINGTON,
CHANDLER & VAN DYKE
2210 First National Center
Oklahoma City, Oklahoma 73102
(405) 235-7471

Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

FILED

HOUSTON INSPECTION LABORATORIES,)
INC., a wholly owned subsidiary)
of Houston Inspection Services,)
Inc., both Texas corporations,)
Plaintiff,)

v.)

FENIX & SCISSON, INC., an Okla-)
homa corporation; WILLIAM C.)
McMACKIN, an individual; and)
PAUL E. JOHNSON, an individual,)
Defendants.)

SEP - 9 1985

Jack C. Silver, Clerk
U. S. DISTRICT COURT

No. 85-C-318-E ✓

ORDER OVERRULING MOTION TO DISMISS AND TRANSFERRING VENUE

This cause having been heard before me upon the Motion to Dismiss of Fenix & Scisson, Inc., the Plaintiff appearing by its attorneys, Wright, Johnson & Winterstein, Inc., by W. J. Winterstein, Jr., the Defendant, Fenix & Scisson, Inc., appearing by and through its attorneys, Boesche, McDermott & Eskridge, by Burk E. Bishop, and the individual Defendants, William C. McMackin and Paul E. Johnson appearing in person, pro se, and the Court, having examined the pleadings, briefs and memoranda submitted by counsel, and the parties, and having heard the statement of counsel and testimony of Paul E. Johnson and William C. McMackin, taken in open Court, FINDS, AND IT IS HEREBY ORDERED, as follows:

1. This Court has jurisdiction of the subject matter and of the parties herein.

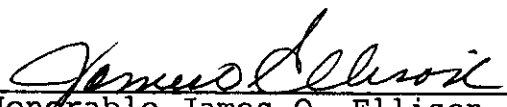
2. The Defendant, Fenix & Scisson, Inc., through counsel, has advised this Court that it does business throughout the State of Texas, and the testimony of the Defendants, McMackin and

NOTE: THIS ORDER IS TO BE MAILED
BY MOVANT TO ALL COUNSEL AND
PRO SE LITIGANTS IMMEDIATELY
UPON RECEIPT.

Johnson, taken in open Court, likewise shows that they are amenable to service of process in and from the United States District Court for the Southern District of Texas, Houston Division, with respect to this action, and the claims made out in Plaintiff's Complaint. The evidence shows that the Plaintiff's claims against all Defendants are transitory in nature, and this action might properly have been brought before the United States District Court for the Southern District of Texas, Houston Division. While jurisdiction and venue properly lie in this District, the interests of justice and convenience of the parties direct that this matter be transferred to the United States District Court for the Southern District of Texas, Houston Division, and the Clerk of this Court is directed to transfer this cause forthwith upon entry of this Order to the United States District Court for the Southern District of Texas, Houston Division.

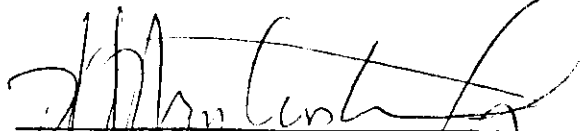
3. The Motion to Dismiss Plaintiff's Complaint, filed by Fenix & Scisson, Inc., but for purposes of this proceeding, supported and joined in by the individual Defendants, McMackin and Johnson, should be, and is hereby, overruled. The Defendant, Fenix & Scisson, Inc., is hereby granted fifteen (15) days from the date of entry of this Order within which to file its Answer to Plaintiff's Complaint.

DATED this 6th day of Sept., 1985.



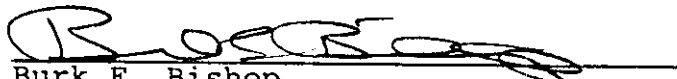
The Honorable James O. Ellison
United States District Judge

APPROVED AS TO FORM:



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ATTORNEYS FOR PLAINTIFF,
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ATTORNEYS FOR DEFENDANT,
FENIX & SCISSON, INC.



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7210 Jadewood
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WILLIAM C. McMACKIN, an individual
5625 Ruth Street
Metairie, Louisiana 70003